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No. 34]

NEW DELHI, AUGUST 20—AUGUST 26, 2017, SATURDAY/SRAVANA 29—BHADRA 4, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications Issued by the Ministries of the Government of India

(Other than the Ministry of Defence)

स्वास्थ्य एवं परिवार कल्याण मंत्रालय

(स्वास्थ्य एवं परिवार कल्याण विभाग)

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1957.—जबकि भारतीय आयुर्विज्ञान परिषद (संशोधन) अध्यादेश, 2013 की धारा 3 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए दिनांक 5 नवंबर, 2013 को भारतीय आयुर्विज्ञान परिषद का पुनर्गठन किया गया था।

और जबकि भारतीय आयुर्विज्ञान अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खंड (ख) के अनुसरण में तथा संबंधित विश्वविद्यालय द्वारा सूचित अनुसार केंद्रीय सरकार निम्नलिखित को भारतीय आयुर्विज्ञान परिषद के सदस्य के रूप में इस अधिसूचना के जारी होने से पांच वर्ष की अवधि के लिए नामित करती है।

अब, इसलिए, उपर्युक्त अधिनियम की धारा 3 की उप-धारा (1) के प्रावधान के अनुसरण में केंद्र सरकार एतद्वारा भारत सरकार तत्कालीन स्वास्थ्य मंत्रालय के दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. सं.138 में निम्न संशोधन करती है, नामतः

स्वास्थ्य एवं परिवार कल्याण मंत्रालय, भारत सरकार की दिनांक 6 नवंबर, 2013 की का.आ. 3325 (अ) की अधिसूचना तथा इसमें किए गए संशोधनों में अंतिम प्रविष्टि के बाद तथा इससे संबंधित प्रविष्टि में निम्नलिखित को शामिल किया जाए, नामतः:

क्र.सं.	विश्वविद्यालय का नाम	नामित सदस्य का विवरण	चयन प्रक्रिया
48.	वीर कुंवर सिंह विश्वविद्यालय, आरा, बिहार	डॉ. विजय शंकर सिंह, 0/85, डॉक्टर्स कॉलोनी, कंकरबाग, पटना	निर्विरोध निर्वाचित

[सं. वी-11013/02/2016-एमईपी]

अमित बिस्वास, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 17th August, 2017

S.O. 1957.—Whereas on 05th November, 2013, the Medical Council of India was re-constituted in exercise of the powers conferred by sub-section (1) of section 3A of the Indian Medical Council (Amendment) Ordinance, 2013;

And, whereas the Central Government, in pursuance of Clause (b) of sub-section (1) of section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and as informed by the respective university, the following has been elected to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138 dated 9th January, 1960, namely:-

In the notification of the Government of India in the Ministry of Health & Family Welfare number S.O. 3325(E) dated 06th November, 2013 and amendments thereto, after the last entry and entry relating thereto, the following shall be inserted, namely:

S. No.	Name of the University	Details of the Elected Member	Mode of Election
48.	Veer Kunwar Singh University, Ara, Bihar	Dr. Vijay Shankar Singh, 0/85, Doctor's Colony, Kankarbagh Patna.	Elected uncontested.

[No. V-11013/02/2016-MEP]

AMIT BISWAS, Under Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 18 अगस्त, 2017

का.आ. 1958.—केन्द्रीय सरकार, पेट्रोलियम एवं खनिज पाइपलाइन अधिनियम (भूमि में उपयोग के अधिकार का अर्जन), (50 का 1962) 1962, की धारा (क) के खंड (2) के अनुसरण में, नीचे दी गई अनुसूची के स्तंभ 1 में उल्लिखित व्यक्ति को, उक्त अनुसूची के स्तंभ 2 में की तत्स्थानी प्रविष्टि में उल्लिखित क्षेत्र के संबंध में उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, अर्थात :-

प्राधिकारी का नाम और पता	अधिकारिता का क्षेत्र
(1)	(2)
श्री अजय सिंह बड़ाईक (झा. प्र. से.) सक्षम प्राधिकारी इंडियन ऑयल कॉर्पोरेशन लिमिटेड पारादीप हल्दिया दुर्गापुर एल. पी. जी. पाइपलाइन ऑगमेंटेशन एवं 18" हल्दिया बरौनी प्रोडक्ट पाइपलाइन परियोजना देवघर पैलेस , तीसरा तल , वी आई पी चौक जसीडीह, देवघर - 814 142 (झारखंड)	झारखंड राज्य

यह अधिसूचना जारी होने की तारीख से लागू होगी |

[फा. सं. आर-25011/14/2012/48578-ओआर-I (पार्ट)]

पवन कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 18th August, 2017

S.O. 1958.—In pursuance of Clause (a) of Section 2 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorizes the person mentioned in column (1) of the Schedule given below to perform the functions of the Competent Authority under said Act, in respect of the area mentioned in column (2) of the Schedule :-.

SCHEDULE

Name and address of the Authority	Area of Jurisdiction
(1)	(2)
Shri Ajay Singh Baraik, JAS Competent Authority Indian Oil Corporation Limited Augmentation of Paradip Haldia Durgapur LPG Pipeline And 18"Haldia Barauni Product Pipeline Projects " Deoghar Palace" , 3rd Floor, VIP Chowk, Jasidih, Deoghar - 814 112 (Jharkhand)	State of Jharkhand

This notification is applicable from the date of issue.

[F. No. R-25011/14/2012/48578-OR-I (Pt.)]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1959.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (ओडिशा) से हैदराबाद (तेलंगाना) तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड के द्वारा "पारादीप-हैदराबाद पाइपलाइन" बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है और जिस में उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन्स (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उस में उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दिल्लीप कुमार महांति, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-हैदराबाद पाइपलाइन परियोजना, तृतीय तल, आलोक भारती टावर, शहीद नगर, भुवनेश्वर -751007, ओडिशा को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील - ओडगाँ	जिला - नयागढ़	राज्य - ओडिशा		
गाँव का नाम	प्लॉट नं.		क्षेत्रफल	
		हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5
गोड़िपड़ा	185/2270	00	00	73
	732	00	00	41
	743	00	03	52
	744	00	03	14
	741	00	01	32
	742	00	07	69
	763	00	01	85
	716	00	00	27
	716/3092	00	05	85
	764	00	06	06
	765	00	03	83
	715	00	00	58
	714	00	05	35
	766	00	01	90
	713	00	00	18
	710/2302	00	13	92
	709	00	00	63
	705	00	00	39
	706	00	07	41
	684	00	01	80

1	2	3	4	5
	685	00	04	17
	686	00	00	10
	675	00	03	44
	676	00	03	77
	673	00	04	07
	669/2261	00	00	10
	670	00	04	13
	664/2294	00	09	86
	664/2293	00	00	61
	650	00	03	88
	651	00	00	29
	652	00	00	92
	653	00	02	67
	655	00	08	61
	655/2303	00	03	71
	609/2431	00	14	65
	617	00	02	30
	610	00	01	75
	610/2857	00	06	26
	611	00	00	29
	604	00	05	51
	602	00	00	35
	603	00	03	38
	603/2307	00	02	14
	577/2239	00	03	61
	526	00	01	26
	525	00	01	35
	524	00	00	48
	47	00	08	70
	102	00	01	79
	104	00	00	61
	104/2954	00	00	10
	104/3118	00	00	11
	103	00	04	24
	103/2278	00	04	19
	95	00	03	91
	108	00	06	89
	94	00	01	70
	93	00	02	61
	110	00	09	07

1	2	3	4	5
	109	00	03	67
	121	00	01	74
	271	00	00	59
	270	00	03	31
	270/2619	00	02	98
	264	00	03	27
	265	00	06	13
	262	00	00	70
	266	00	00	10
	261	00	04	74
	258	00	01	73
	258/2271	00	04	07
	259	00	02	07
	255	00	03	58
	255/2505	00	05	47
	253	00	00	10
	254	00	05	46
	247	00	04	80
	246	00	05	45
	246/2390	00	03	63
	244	00	02	36
	244/2349	00	00	18
	245	00	07	54
	231	00	00	15
	168	00	08	05
	224	00	00	11
	221	00	09	42
	209	00	02	02
	208	00	00	10
	210	00	05	41
	211	00	00	50
	205	00	03	51
	204	00	00	85
	204/2336	00	02	06
जागिरि खड्गपट्टि	259	00	03	19
	258	00	02	26
	255	00	02	52
	256	00	00	14
	253	00	02	65

1	2	3	4	5
	252	00	00	24
	251	00	00	10
	9	00	04	33
	62	00	03	34
	61	00	01	45
	61/948	00	00	72
	63	00	05	78
	64	00	02	12
	60	00	03	73
	58	00	02	89
	60/752	00	00	10
	57	00	00	10
	59	00	07	05
	15	00	01	25
	32	00	01	70
	16	00	01	10
	31	00	02	87
	30	00	06	55
	29	00	02	89
	27	00	00	33
	21	00	00	90
	23	00	05	40
	19/724	00	01	59
	98	00	03	45
मसिआँखण्ड	737	00	07	21
	602/1533	00	05	76
	606	00	00	97
	607	00	00	32
	618	00	03	93
	608	00	03	37
	609	00	01	86
	617	00	00	44
	611	00	02	85
	610	00	00	45
	647	00	05	12
	646	00	00	27
	645	00	06	70
	644	00	02	85
	640	00	00	10

1	2	3	4	5
	641	00	00	74
	642	00	01	92
	643	00	03	34
	651	00	00	10
	651/1578	00	00	10
	689	00	04	23
	690	00	03	11
	691	00	01	61
	692	00	06	25
	693	00	01	88
	741	00	02	31
	767	00	04	84
	767/1608	00	02	41
	766	00	07	61
	798	00	00	12
	807	00	06	67
	801	00	02	51
	802	00	00	16
	803	00	01	05
	804	00	03	43
	805	00	01	31
	823	00	08	13
	824	00	01	62
	825	00	00	78
	826	00	00	43
	827	00	02	88
	820	00	05	56
	821	00	01	96
	822	00	01	73
	829	00	00	10
	460	00	05	54
	363	00	01	05
	356	00	02	22
	357	00	02	58
	355	00	00	53
	354	00	00	65
	353	00	00	88
	352	00	02	73
	351	00	01	49
	340	00	02	28

1	2	3	4	5
	368	00	00	93
	380	00	00	64
	380/1573	00	00	57
	380/1583	00	00	57
	324	00	09	50
	325	00	05	39
	323	00	09	72
	323/1546	00	00	39
	317	00	15	41
	398	00	00	45
भालिआडिही	1472	00	00	47
	1473/2472	00	02	80
	1473	00	03	68
	1471	00	02	56
	1474	00	00	67
	1474/2658	00	01	61
	1470	00	01	31
	1475	00	07	51
	1477	00	03	40
	1478	00	00	96
	1479	00	03	35
	1483	00	00	39
	1479/2338	00	01	74
	1482	00	02	58
	1481	00	02	35
	1481/2651	00	02	49
	1264	00	00	72
	1266	00	01	93
	1265	00	01	52
	1268	00	03	92
	1269	00	21	82
	1270	00	00	59
	1254	00	01	32
	137	00	08	09
	136	00	03	88
	171	00	06	83
	168	00	06	43
	166	00	02	11
	167	00	00	73

1	2	3	4	5
	165	00	03	72
	164	00	00	77
	163/2449	00	03	14
	163	00	02	37
	182	00	08	40
	183	00	00	80
	185	00	06	24
	186	00	01	56
	196	00	02	36
	197	00	06	25
	195	00	00	90
	198	00	04	18
	199	00	00	10
	200	00	04	03
	206	00	00	10
	249	00	06	24
	250	00	06	21
	255/2339	00	00	10
	255	00	04	20
	254	00	03	60
	244	00	12	36
	253/2451	00	01	03
	243	00	00	27
	239	00	04	60
	238	00	00	10
	241	00	01	81
	240	00	04	41
	297	00	00	41
	299	00	06	47
	232	00	04	32
	302	00	08	25
	231	00	00	11
	301	00	01	00
	303	00	05	40
	305	00	02	75
	306	00	06	90
	462	00	01	17
	465	00	01	44
	466	00	01	28
	464	00	00	13

1	2	3	4	5
	468	00	01	99
गोलगाँ	1474/2388	00	02	02
	1357	00	05	31
	1372	00	01	87
	1372/2415	00	04	92
	1358	00	00	83
	1359	00	03	29
	1371	00	00	69
	1370	00	02	51
	1360	00	03	31
	1369	00	04	62
	1377	00	00	10
	1378	00	05	84
	1380	00	01	82
	1379	00	00	10
	1381	00	01	70
	1331	00	00	80
	1330	00	03	01
	1329	00	03	28
	1328	00	09	72
	1327	00	02	07
	1317	00	04	14
	1322	00	00	10
	1319	00	02	63
	1320	00	01	42
	1306	00	03	48
	1305	00	06	32
	1303	00	09	41
	1293	00	02	53
	1292	00	01	77
	1291	00	01	06
	1443	00	02	02
	1282	00	05	34
	1281	00	01	52
	1452	00	03	84
	1453	00	08	50
	1267/2378	00	01	40
	1267	00	07	34
	1266	00	01	41

1	2	3	4	5
	1263	00	01	28
	1264	00	02	79
	1265	00	02	47
	1261	00	00	37
	1248	00	03	16
	1245	00	08	62
	1237	00	05	46
	1238	00	01	39
	1239	00	01	13
	1234	00	07	96
	1233	00	07	30
	1232	00	03	40
	1	00	02	52
धुसुमा	1564	00	03	28
	1522/1654	00	03	58
	1521	00	00	74
	1520	00	06	78
	1523	00	06	45
	1517	00	00	39
	1517/1864	00	00	67
	1524	00	05	92
	1514/1753	00	00	54
	1514	00	00	34
	1525	00	02	49
	1513	00	02	51
	1526/1608	00	00	16
	1526	00	01	82
	1527/1789	00	01	60
	1527/1788	00	03	17
	1527	00	07	02
	1512/1610	00	00	10
	1511	00	02	88
	687	00	02	38
	688	00	00	18
	688/1592	00	00	15
	678	00	01	36
	686	00	05	81
	679	00	02	10
	677	00	05	74

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	670	00	00	47
	673	00	02	49
	672	00	01	34
	671	00	00	90
	674	00	00	10
	621	00	04	61
	624	00	06	97
	622	00	03	32
	623	00	07	32
	628	00	03	39
	619	00	03	14
	610	00	14	24
	629	00	01	04
	609	00	04	40
	608/1676	00	00	97
	608	00	05	34
	608/1677	00	03	48
	608/1678	00	00	10
	607	00	07	81
	566/1653	00	00	10
	606	00	02	60
	576	00	04	64
	573	00	00	10
	574	00	00	70
	575	00	01	79
	572	00	00	10
	577	00	04	93
	585	00	00	10
	578	00	02	59
	579	00	00	10
	580	00	05	77
	581	00	02	34
	524	00	01	32
	525	00	00	89
	523	00	01	37
	522	00	00	34
	521	00	00	16
शिखर पुर	2711	00	00	87
	2710	00	04	19

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	2709	00	14	37
	2704	00	00	10
	2708	00	07	68
	2707	00	00	82
	2722	00	05	10
	2706	00	04	36
	2686	00	08	41
	2686/4884	00	02	66
	2683	00	00	82
	2688	00	00	18
	2687	00	03	78
	2672	00	05	25
	2668	00	07	55
	2664	00	08	19
	2665	00	13	08
	921/4240	00	01	92
	921	00	01	50
	912	00	02	92
	909	00	00	10
	909/4388	00	00	10
	910	00	00	48
	910/4652	00	00	65
	910/4842	00	00	57
	911	00	06	34
	911/4902	00	03	09
	915	00	03	01
	917	00	02	82
	917/4392	00	03	15
	837	00	02	96
	838	00	02	18
	836	00	00	82
	838/4386	00	01	86
	841	00	04	28
	842	00	02	65
	843	00	00	14
	843/4387	00	03	37
	846	00	05	07
	851	00	13	26
	856	00	02	57
	854	00	01	18

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	859	00	05	78
	817	00	02	27
	813	00	01	63
	814	00	01	82
	815	00	02	41
	816	00	02	52
	770	00	03	13
	771	00	00	48
	770/4272	00	00	33
	772	00	00	86
	783	00	00	50
	782	00	08	80
	779	00	00	13
	778	00	03	37
	777	00	03	32
	775	00	00	10
	776	00	07	35
	776/4362	00	05	09
	787	00	00	49
	698	00	05	31
	560	00	07	86
	565	00	02	15
	556	00	00	10
	556/4661	00	00	10
	555	00	08	05
	566	00	02	02
	553	00	05	23
	552/4074	00	00	15
	552	00	05	85
	551	00	00	81
	547	00	07	97
	548	00	00	41
	2916	00	00	10
	545	00	01	21
	546	00	04	25
	544	00	02	35
	544/4898	00	06	53
	539	00	01	96
	2934	00	04	30

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	2935	00	02	29
	538/4267	00	02	58
	2936	00	05	31
	2950	00	05	25
	2949	00	00	91
	2951	00	03	25
	2952	00	06	54
	2954	00	02	27
	2955	00	01	89
	2956	00	00	10
	2956/4782	00	00	10
	2957	00	07	67
	2966	00	01	20
	2965	00	12	67
	2970	00	06	30
	2972/4270	00	01	51
	2971/4250	00	00	18
	2972/4151	00	07	98
	2973	00	13	56
	2972	00	01	78
	2984	00	02	58
	2985	00	03	29
	3008	00	05	88
	3009	00	13	21
	3020	00	00	74
	3010	00	00	30
	3019	00	05	37
	3019/4834	00	02	28
	3019/4835	00	02	38
	3018	00	19	20
असुरढिपा	633	00	02	48
	633/1321	00	02	80
	634	00	10	19
	641	00	00	80
	644	00	02	79
	643	00	00	92
	646	00	03	78
	645	00	01	47
	649	00	02	60

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	648	00	00	22
	683	00	02	50
	684	00	03	08
	685	00	00	55
	682	00	02	32
	679	00	01	90
	678	00	01	59
	680	00	00	57
	677	00	05	56
	676	00	01	09
	675	00	01	97
	669	00	03	79
	670	00	02	26
	673	00	00	10
	671	00	02	03
	662	00	02	68
	661	00	08	18
	750	00	03	05
	759	00	02	46
	758	00	00	34
	805	00	08	44
	804	00	00	47
	806	00	13	07
	814	00	15	17
	808	00	02	19
	809	00	00	10
	815	00	05	74
	798	00	00	10
	798/1323	00	00	10
	816	00	02	87
	817	00	11	36
	877/1232	00	01	21
हरिहरपुर	2136/2162	00	01	02
	2022	00	01	33
	2023	00	23	38
	2021	00	00	10
	1873	00	03	30
	1874	00	04	58

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	1875	00	06	35
	1867	00	03	78
	1859	00	00	11
	1860	00	10	54
	1861	00	02	50
	1862	00	01	99
	1850	00	05	31
	1850/2620	00	00	85
	1853	00	01	69
	1847	00	02	65
	1846	00	03	73
	1854	00	00	19
	1854/2669	00	01	10
	1855	00	01	43
	1844	00	01	87
	1720	00	03	38
	984	00	04	94
	985	00	00	85
	986	00	02	77
	987	00	05	80
	983	00	00	84
	983/2550	00	00	27
	983/2562	00	00	28
	983/2593	00	00	27
	983/2594	00	00	28
	983/2769	00	00	46
	998	00	04	83
	999	00	00	80
	1002	00	05	84
	1001	00	03	94
	1001/2380	00	03	52
	923	00	00	95
	924	00	04	17
	920	00	03	56
	924/2190	00	01	39
	919	00	01	93
	919/2657	00	01	78
	925	00	02	27
	917	00	07	05
	909	00	06	35

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	910	00	04	45
	913	00	00	10
	911	00	03	29
	912	00	01	38
	900	00	02	15
	899	00	06	47
	898	00	05	48
	878/2383	00	02	80
	878/2204	00	02	42
	878/2384	00	01	80
	879	00	00	16
	777/2257	00	00	10
	877	00	06	89
	876	00	04	60
	875/2213	00	06	97
	1054/2207	00	00	10
	875/2214	00	04	68
	874/2373	00	04	65
	1054/2361	00	00	97
	874	00	05	11
	874/2372	00	00	42
	1060	00	14	57
	1065	00	02	98
	873	00	00	76
	873/2535	00	01	48
	1066	00	08	89
	872	00	00	46
	872/2503	00	00	17
	1067/2379	00	00	88
	1067	00	05	16
	1068	00	00	10
	1069	00	00	22
करझारघुनाथपुर	707/768	00	00	67
	708	00	15	58
	721	00	07	64
	722	00	07	86
	724	00	03	40
	725	00	07	62
	658	00	04	41

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	660	00	07	12
	661	00	01	07
	664	00	04	19
	662	00	04	97
	663	00	00	89
	643	00	06	03
	439	00	00	10
	440	00	04	75
	436	00	05	82
	435	00	03	83
	433	00	04	16
	432	00	04	35
	432/790	00	02	72
	394	00	03	41
	392	00	00	62
	393	00	06	17
	364	00	07	41
	363	00	10	59
	351	00	02	68
	350	00	09	84
	334	00	00	38
	338	00	02	27
	339	00	05	09
	340	00	01	67
	341	00	06	77
	321	00	00	26
	321/833	00	00	42
	321/844	00	00	93
	321/845	00	01	00
	321/846	00	01	01
	321/847	00	00	84
	242	00	01	12
	240	00	01	40
	122	00	00	75
	121	00	04	43
	118	00	01	18
	120	00	01	84
	119	00	00	99
	65	00	02	29
	66	00	02	73

1	2	3	4	5
	72	00	01	82
	73	00	00	42
	74	00	00	27
	78	00	01	87
	80/737	00	04	90
	80	00	03	63
	91	00	04	02
	90	00	03	42
	88	00	02	04
	89	00	01	82
बड़पुट	629	00	07	94
	624	00	03	31
	623	00	03	61
	622	00	00	38
	620	00	03	79
	621	00	00	10
	619	00	00	91
	618	00	06	28
	617	00	03	67
	647	00	00	10
	580	00	01	13
	581	00	03	36
	569	00	00	81
	582	00	01	06
	567	00	03	65
	564	00	09	52
	565	00	00	11
	387	00	03	59
	386	00	02	28
	388	00	00	10
	385	00	02	77
	382	00	03	04
	413	00	08	26
	419	00	01	69
	418	00	11	74
	420	00	00	10
	421	00	05	49
	357	00	01	83
	356	00	02	44

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	354/1986	00	01	74
	355	00	01	51
	426	00	04	69
	343	00	05	68
	343/1832	00	02	73
	339	00	01	48
	340	00	01	56
	342	00	00	10
	341	00	04	27
	337	00	00	10
	335	00	04	54
	334	00	00	47
	323	00	02	47
	302	00	02	62
	303	00	08	92
	304	00	01	17
	191	00	03	85
	195	00	02	33
	194	00	01	16
	193	00	00	26
	184/2044	00	01	80
	192	00	01	27
	185	00	00	68
	184	00	03	57
	185/2066	00	00	39
	175/1869	00	05	49
	176	00	06	49
	211	00	10	98
	213	00	05	31
	214	00	01	19
	14	00	13	59
	12	00	06	50
	012/2251	00	05	00
	61	00	17	02
	75	00	00	60
	73/1988	00	00	27
	74	00	04	91
	71	00	05	60
	76	00	07	61
	95	00	00	12

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	78	00	00	10
	77	00	01	38
	90	00	02	25
	88	00	00	93
	87	00	06	59
	92	00	00	10
	86	00	01	40
महुलिया	1058	00	14	49
	1059/1405	00	00	39
	1061/1403	00	08	75
	1061	00	07	55
	1072	00	00	12
	1070	00	03	53
	1069	00	02	00
	1067	00	02	21
	1068	00	01	34
	1052	00	01	39
	1035	00	00	13
	1036	00	01	22
	1036/1662	00	02	58
	1040	00	00	59
	1042	00	10	17
	1043/1414	00	00	68
	1043	00	03	11
	1041	00	04	16
	1043/1413	00	03	46
	548/1408	00	03	01
	548/1409	00	00	27
	548	00	01	29
	548/1617	00	00	80
	542	00	02	65
	543	00	04	54
	541/1559	00	00	60
	541	00	04	48
	438	00	00	35
	440	00	00	33
	440/1392	00	02	22
	444	00	01	56
	443	00	01	15

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	447	00	02	31
	451	00	01	12
	452	00	00	48
	455	00	03	37
	483	00	02	97
	481	00	00	53
	480	00	04	70
	489	00	01	06
	479	00	01	86
	478	00	01	77
	475	00	00	10
	477/1461	00	05	70
	477	00	00	79
	477/1462	00	08	87
	468	00	00	10
	293	00	11	71
	258	00	02	76
	259	00	03	40
	270	00	00	10
	263	00	00	13
	259/1525	00	01	87
	262	00	00	17
	261	00	03	15
	260	00	00	68
	261/1540	00	00	10
केन्दुपलि	80	00	01	28
	80/688	00	00	10
	81	00	05	90
	79	00	00	10
	82	00	02	75
	83	00	00	79
	84	00	00	18
	78	00	11	29
	77	00	14	90
नन्दिघोर	2620	00	01	89
	2625	00	04	78
	2624	00	03	72
	2623	00	07	15

1	2	3	4	5
	2614	00	01	31
	2596	00	11	96
	2595	00	00	10
	2580	00	08	48
	2567	00	00	10
	2581	00	03	58
	2565	00	08	96
	2563	00	05	45
	2566	00	00	10
	2566/4584	00	00	10
	2564	00	00	33
	2557	00	07	87
	2556	00	03	54
	2554	00	01	56
	2553	00	00	36
	2551	00	00	10
	2551/4585	00	00	10
	2550	00	02	82
	2547	00	04	56
	2546	00	00	23
	2544	00	00	17
	2544/4329	00	00	16
	2545	00	03	43
	2537	00	02	20
	2539	00	03	18
	2538	00	00	88
	2540	00	02	58
	2535	00	01	33
	2535/3497	00	01	55
	2534	00	02	53
	2533	00	04	84
	2531	00	07	31
	2532	00	01	40
	2508	00	06	08
	2509	00	03	20
	2517	00	02	52
	2516	00	00	89
	2510	00	06	33
	2512	00	03	31
	2513	00	06	03

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	2514	00	00	55
	2496	00	08	68
	2495	00	03	46
	462	00	09	95
	462/3762	00	04	03
	456	00	01	31
	456/4370	00	01	76
	456/4484	00	01	47
	456/4405	00	01	35
	457	00	01	50
	453	00	04	89
	452	00	08	32
	450/3908	00	01	20
	450/3909	00	04	33
	450	00	01	75
	450/4464	00	01	25
	449	00	07	48
	399	00	08	76
	398	00	01	37
	397	00	01	85
	393	00	09	10
	392	00	06	47
	380/3832	00	00	76
	10.3906	00	07	59
	12	00	05	31
	47	00	00	15
	46	00	00	97
	45	00	03	77
	21	00	10	73
	44	00	00	13
	20/3705	00	00	10
	20	00	05	43
	20/3704	00	01	86
	19	00	00	43
	16	00	10	04
	15	00	06	30
	1	00	03	81
ओस्तिआ	147	00	07	90
	153/661	00	02	70

1	2	3	4	5
	154	00	01	85
	144	00	01	83
	155	00	00	42
	143	00	05	84
	142	00	00	66
	141	00	04	84
	127	00	00	10
	127/759	00	00	10
	140	00	00	56
	134	00	02	91
	128	00	00	82
	133	00	05	55
	131	00	00	10
	129	00	06	63
	130	00	10	44
	91	00	02	27
	163	00	04	17
	90	00	02	46
	90/761	00	02	47
	88	00	01	93
	89/745	00	02	35
	89	00	07	39
	86	00	02	68
	67	00	01	34
	68	00	01	88
	69	00	03	39
	71	00	04	63
	72	00	09	02
रगड़िमड़ा	676	00	03	40
	675	00	16	63
	607	00	00	15
	615	00	09	92
	609/749	00	00	10
	613	00	02	77
	612	00	07	57
	611	00	00	83
	610	00	03	36
	610/835	00	03	07
	597	00	03	90

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	596	00	02	39
	596/802	00	01	30
	593	00	01	77
	592/757	00	03	00
	534	00	06	44
	534/823	00	02	35
	534/824	00	01	82
	533	00	02	21
	532	00	08	32
	528	00	01	10
	528/838	00	01	98
	521	00	03	92
	527/710	00	08	47
	527/711	00	03	67
	256	00	02	36
	256/808	00	04	22
	255	00	09	20
	258	00	00	10
	254	00	00	96
	254/795	00	02	70
	254/	00	01	94
	260	00	00	10
	245/689	00	06	88
	261/700	00	01	42
	262	00	02	23
	263	00	05	05
	78	00	02	33
	107	00	02	10
	107/814	00	01	40
	107/833	00	01	49
	124	00	07	60
	125	00	00	25
	125/763	00	00	30
	125/764	00	00	25
	126	00	01	35
	127	00	10	14
	128	00	02	82
	135/750	00	00	10
	130	00	09	15
	131	00	05	45

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	132	00	05	32
	158	00	07	90
	161	00	07	63
	160	00	08	30
	162	00	03	76
	163	00	02	63
	164	00	03	42
	165	00	02	72
	190	00	00	57
	191	00	02	88
	192/724	00	00	79
	193	00	00	66
	192	00	04	71
	195	00	08	61
	197	00	04	99
	198	00	01	58
बाउँशगाड़िआ	283	00	00	19
	279	00	00	22
पल्लिगुन्ठासाहि	173	00	01	61
	170	00	06	29
	171	00	04	16
	172	00	01	31
	141	00	02	02
	143	00	00	10
	142	00	06	92
	146	00	03	93
	148	00	27	89
	120	00	13	87
	119	00	08	66
	119/255	00	02	14
	118	00	04	06
	118/257	00	01	28
	60	00	01	10
	60/192	00	05	27
	113	00	02	68
	61	00	00	63
	61/217	00	01	28
	112	00	03	90

1	2	3	4	5
	63	00	02	78
	68	00	03	72
	66	00	05	22
	64	00	01	13
	49	00	05	91
	50	00	02	53
	50/228	00	01	97
	45	00	02	51
गुन्ठासाहि	958	00	01	09
	958/1091	00	00	94
	1002	00	02	09
	959	00	04	95
	959/1072	00	07	07
	959/1073	00	02	35
	960	00	01	54
	962	00	02	44
	961	00	04	98
	964	00	03	48
	963	00	02	19
	965	00	04	37
	991	00	00	49
	986	00	12	82
	984	00	02	56
	560	00	03	02
	459	00	07	87
	455	00	02	34
	454	00	02	00
	453	00	01	15
	445	00	00	54
	451	00	00	10
	451/1089	00	00	10
	451/1102	00	00	10
	452	00	02	72
	444	00	01	35
	443	00	01	15
	442	00	00	64
	447	00	07	02
	448	00	03	06
	449	00	02	42

1	2	3	4	5
	441	00	00	10
	440	00	00	41
	295	00	14	40
	438	00	01	12
	437	00	03	08
	301	00	03	90
	301/1106	00	03	07
	301/1107	00	03	01
	431	00	02	28
	430	00	01	04
	302	00	09	37
	309	00	01	28
	308	00	03	71
	307	00	06	16
	315	00	00	87
	316	00	00	69
	306	00	06	30
	325	00	03	53
	324	00	01	79
	323	00	03	81
	325/1026	00	05	53
	322	00	01	71
	326	00	00	10
	332	00	12	29
	347	00	04	04
	333	00	08	46
	341	00	04	92
	342	00	04	46
	343	00	04	15
	258	00	03	68
	257	00	00	46
	256	00	05	61
	255	00	01	09
	244	00	02	30
	245	00	03	21
	241	00	00	93
कोरपिठा	1342	00	01	75
	1318	00	00	23
	1330	00	01	18

1	2	3	4	5
	1319	00	00	10
	1321	00	09	07
	1322	00	03	43
	1324	00	02	04
	1326	00	01	64
	1327	00	07	83
	1311	00	00	10
	1309/1445	00	05	94
	1328	00	00	11
	1309	00	02	30
	1310	00	05	59
	580	00	01	12
	580/1652	00	02	55
	576	00	00	47
	575	00	13	53
	573	00	02	74
	574	00	00	13
	541	00	08	66
	541/1491	00	01	16
	540	00	02	49
	542	00	06	99
	545	00	02	37
	545/1443	00	04	79
	1472	00	07	20
	1471	00	09	28
	529	00	01	60
	528	00	01	12
	549	00	06	05
	527	00	01	65
	527/1504	00	00	99
	523	00	02	89
	524	00	01	64
	522	00	07	12
	521	00	05	33
	518	00	05	49
	518/1564	00	04	19
	518/1566	00	04	37
	477	00	01	27
	473	00	00	25
	471	00	04	66

1	2	3	4	5
	472	00	11	45
	421	00	01	30
	422	00	04	06
	423	00	09	34
	424	00	07	16
	425	00	05	99
	391	00	00	16
	389	00	02	96
	427	00	02	35
	388	00	00	21
	388/1616	00	04	12
	388/1714	00	04	12
	428	00	00	51
	387	00	08	17
	386	00	04	33
	356	00	02	25
सरमरेइसाहि	223	00	00	88
	566	00	05	59
	221	00	09	19
	225	00	29	52
	234	00	00	71
	231	00	03	45
	232	00	08	43
	233	00	04	90
	134	00	01	73
	241/541	00	01	49
	240	00	00	10
	116/539	00	05	79
	116/540	00	20	85
	116/538	00	06	19
	293	00	00	78
	294	00	07	15
	295	00	01	82
	291	00	00	68
	291/581	00	00	85
	291/583	00	00	89
	291/593	00	00	28
	296	00	03	24
	297	00	01	53

1	2	3	4	5
	312	00	02	33
	313	00	02	63
	316	00	00	89
	310	00	02	17
	320	00	02	12
	320/584	00	02	05
	306	00	02	36
	321	00	03	03
	322	00	06	69
	323	00	03	65
	324	00	13	85
	326	00	04	01
	325	00	01	28
कइबलपुर	299	00	12	98
	298	00	05	71
	298/706	00	07	15
	297	00	03	15
	296	00	04	51
	295	00	05	54
	304	00	00	87
	305	00	04	40
	314	00	00	17
	314/794	00	00	21
	311	00	01	13
	312	00	14	84
	309	00	00	17
	309/741	00	00	17
	309/742	00	00	16
	309/743	00	00	17
	309/744	00	00	16
	308	00	00	84
	308/737	00	00	64
	308/738	00	00	43
	308/739	00	00	43
	308/740	00	00	43
	253	00	00	82
	252	00	01	39
	251	00	00	96
	97	00	00	96

1	2	3	4	5
	97/709	00	00	96
	96	00	03	57
	94	00	02	00
	95	00	02	28
	73	00	04	66
	74	00	06	69
	75	00	02	50
	76	00	01	00
	77	00	06	35
	78	00	02	65
	72	00	05	69
	70	00	03	83
	67	00	07	70
	66	00	00	80
	71	00	01	19
	14	00	00	24
	14/785	00	00	13
	18	00	06	90
	19	00	02	71
	20	00	06	33
	23/670	00	03	31
	23	00	00	44
	22	00	03	92
	22/757	00	01	09
	25	00	07	82
	26	00	03	06
	26/718	00	01	53
	26/719	00	01	86
	26/720	00	01	37
	29	00	00	30
	29/766	00	00	38
	29/767	00	00	63
	30	00	10	66
रबिगाडिआ	328	00	02	71
	313	00	03	76
	320	00	01	78
	319	00	04	15
	318	00	06	74
	315	00	11	31

1	2	3	4	5
	316	00	01	13
	199	00	04	15
	215	00	08	25
	215/426	00	04	35
	217	00	01	42
	218	00	03	77
	220	00	07	58
	192	00	00	59
	191	00	02	47
	191/359	00	02	57
	191/362	00	01	44
	191/414	00	01	76
	190	00	03	17
	190/360	00	01	50
	190/391	00	01	04
	188	00	05	32
	189	00	01	84
	187	00	06	15
	179	00	06	22
	185	00	07	07
	183	00	10	32
कुरुमबाकंतरा	1103	00	00	10
	1104	00	02	50
	1127	00	06	66
	1128	00	01	64
	1130	00	03	99
	1130/2379	00	02	14
	1129	00	00	10
	1131	00	02	45
	1133	00	00	37
	1133/2629	00	00	37
	1132	00	06	15
	1138	00	00	16
	2045	00	04	13
	2039	00	00	76
	2044	00	00	10
	2040	00	04	16
	2041	00	00	96
	2037	00	00	94

1	2	3	4	5
	2036	00	08	92
	2034	00	03	80
	2035	00	00	61
	2035/2350	00	01	48
	2033	00	01	80
	2014	00	06	86
	2015	00	02	01
	2026	00	00	59
	2017	00	04	08
	2017/2367	00	02	29
	2018	00	02	62
	2019	00	03	05
	2011	00	02	33
	2004	00	01	37
	2003	00	06	08
	2002	00	00	10
गोदरकणा	57	00	00	10
	55	00	08	04
	56	00	03	81
	46	00	02	03
	46/79	00	02	06
	46/80	00	02	07
	47	00	00	29
	46/69	00	03	50
	44	00	10	14
	43	00	02	51
	42	00	05	97
	23	00	00	10
	23/73	00	00	10
	23/83	00	00	10
	40	00	02	06
	41	00	06	23
	38	00	00	37
	37	00	00	26
	32	00	05	81
	31	00	02	23
	28	00	00	13
	29	00	06	31
	30	00	00	87

1	2	3	4	5
	28/71	00	00	26
भालिआड़िहि	1254	00	01	31
	1253	00	04	42
	1253/1434	00	02	22
	1252	00	01	37
	1249	00	00	22
	1250	00	07	89
	1248	00	00	83
	1244	00	10	10
	1245	00	02	66
	1247	00	00	12
	1247/1483	00	00	10
	1246	00	03	01
	1194	00	08	76
	1143	00	03	04
	1143/1534	00	02	27
	1144	00	00	92
	1147	00	00	82
	1142	00	00	83
	1142/1533	00	00	43
	1141	00	02	34
	1148	00	01	26
	1149	00	01	59
	1140	00	01	60
	1105	00	06	49
	1152	00	03	09
	1154	00	00	60
	1153	00	03	55
	1104	00	08	98
	1100	00	07	11
	1101	00	06	87
	1099	00	02	62
	1099/1511	00	02	73
	1098/1422	00	00	54
	1098/1423	00	04	06
	1097	00	06	85
	1095	00	00	10

1	2	3	4	5
	873	00	02	56
	1098	00	08	19
देओगाँ	583	00	01	52
	582	00	00	10
	581/1511	00	05	04
	581	00	04	05
	580	00	04	04
	580/1585	00	01	50
	580/1529	00	00	59
	579	00	00	47
	574	00	03	79
	576	00	00	10
	575	00	04	28
	564	00	06	19
	568	00	06	40
	563	00	03	16
	563/1540	00	01	03
	563/1565	00	01	62
	551	00	00	94
	548	00	04	22
	547	00	00	16
	546	00	00	65
	545	00	02	41
	544	00	04	38
	549	00	01	25
	664	00	02	90
	534	00	00	15
	533	00	00	67
	531	00	00	69
	532	00	06	16
	535	00	02	67
	535/1587	00	00	47
	530	00	01	32
	528	00	01	58
	528/1569	00	00	92
	529	00	03	20
	527	00	00	26

1	2	3	4	5
	519/1474	00	00	90
	519/1475	00	01	33
	519	00	00	10
	519/1476	00	01	59
	520	00	02	96
	521	00	00	18
	514	00	03	00
	513	00	05	77
	488	00	00	92
	451	00	10	53
	453	00	00	10
	449	00	07	73
	455	00	00	55
	450	00	00	52
	448	00	02	11
	760	00	00	89
	761	00	01	39
	759	00	04	35
	758	00	09	33
	872	00	02	16
	766	00	00	41
	768	00	00	10
	767	00	00	67
	771/1442	00	02	45
	771	00	06	72
	871	00	04	65
	772	00	01	29
	861	00	02	28
	860	00	02	84
	773	00	00	62
	853	00	00	13
	854	00	00	73
	859	00	01	04
	858	00	07	72
	857/1523	00	00	10
	835	00	10	16
	837	00	00	43
	836	00	00	65

1	2	3	4	5
	830	00	01	09
	832	00	02	43
	833	00	03	43
	834	00	00	23
	832/1595	00	02	43
	832/1599	00	02	43
	929	00	01	31
	945	00	02	03
	931	00	05	92
	944	00	00	10
	937	00	01	51
	936	00	05	87
	935	00	00	25
	932	00	07	23
	1032	00	00	62
	1031	00	01	51
	1030	00	04	84
	1029	00	05	80
	1028	00	06	48
	1027	00	00	10
	1053/1432	00	03	99
	1055	00	03	42
	1054	00	03	07
	1433	00	00	25
	1057	00	00	30
	1056	00	01	54
	1058	00	04	75
	1063	00	09	39
	1062	00	00	98
	1066	00	05	47
	1073	00	02	17
	63	00	09	86
	44	00	02	75
	1078	00	00	10
	1077	00	05	23
	1074	00	04	95
	1076	00	10	01
	1251	00	00	72

1	2	3	4	5
	1252	00	04	70
	1254	00	00	55
	1248	00	00	61
	1247	00	01	58
	1253	00	00	89
	1246	00	03	49
	1247/1496	00	00	50
	1245	00	02	16
	1244	00	10	92
	1240	00	00	90
	1241	00	16	72
	1228	00	00	73
	1290	00	04	23
	1225	00	00	93
	1292	00	00	26
	1291	00	03	99
	1295	00	05	08
	1296	00	02	19
	1302	00	00	47
	1301	00	10	45
	1303	00	00	46
	1306	00	02	76
	1307	00	06	45
	1310	00	00	94
	1309	00	01	70
	1308	00	01	97
	1309/1532	00	02	36
	1313	00	02	05
	1317	00	00	10
	1314	00	05	79
	1316	00	03	64
	1315	00	00	97
	1319	00	01	66
	1324	00	04	06
	1323	00	00	22
	1325	00	03	05
	1326	00	02	64
	1327	00	02	64

1	2	3	4	5
कुराल	3817	00	16	59
	3818	00	02	58
	3953	00	01	56
	3952	00	07	72
	3981/4601	00	00	88
	3995	00	13	38
	3994	00	01	46
	3996	00	02	90
	3993	00	00	10
	4000	00	02	53
	4002	00	00	71
	4001	00	01	14
	3999	00	17	20
	4014	00	00	21
	4004	00	00	91
	4013	00	04	08
	4013/4953	00	01	31
	4005	00	01	74
	4012	00	00	43
	4011	00	01	30
	4006	00	01	98
	4007	00	01	58
	4010	00	00	26
	4038	00	04	11
	4035	00	07	52
	4034	00	29	78
	4091	00	00	10
	4091/4805	00	00	16
	4092	00	03	32
	4097	00	03	22
	4096	00	05	04
	4096/4860	00	14	89
	4096/4489	00	01	08
	3164	00	05	48
	4102	00	08	76
	4105	00	02	20
	4243	00	04	95

1	2	3	4	5
	4242	00	03	49
	4106	00	07	61
	4240	00	06	00
	4238	00	04	41
	4237	00	05	47
	4225	00	09	99
	4224	00	07	18
	4223	00	02	20
	4218	00	10	07
	4162/4391	00	01	30
	4162	00	01	40
	4162/4590	00	03	19
	4162/4730	00	00	82
	4590	00	03	19
	4164	00	01	00
	4168	00	14	57
	4169	00	02	84
	4207/4412	00	18	09
	4175	00	00	10
	4198	00	01	03
	4178	00	04	77
	4179	00	10	60
	3063	00	04	68
	3062	00	04	86
	3061	00	00	16
	3058	00	04	44
	3055	00	02	57
	3056	00	07	57
	3024	00	00	29
	3025	00	03	78
	3053/4423	00	02	29
	3026	00	06	15
	3027	00	01	79
	3028	00	01	70
	2997	00	03	17
	2968	00	14	83
	2968/4773	00	01	23
	2968/4307	00	00	20

1	2	3	4	5
	2887	00	06	14
	2887/4930	00	01	35
	2888	00	14	46
	2896	00	00	38
	2890	00	06	41
	2895	00	01	87
	2891	00	16	29
	2858	00	01	91
	2900/4422	00	17	07
	2854	00	00	19
	2854/5651	00	00	19
	2843	00	02	63
	2843/4766	00	02	62
	2842	00	05	34
	2841	00	00	47
	2840/4436	00	04	51
	2840	00	05	23
	2839	00	00	33
	2819	00	02	73
	2819/5606	00	02	30
	2817	00	01	62
	2818	00	00	41
	2814	00	07	83
	2813	00	09	18
	2812	00	00	85
	2811	00	03	16
	2810	00	04	69
	2805	00	03	05
	2806	00	07	75
	2807	00	09	31
	2807/4757	00	01	73
	2796	00	00	11
	2795	00	00	91
हनुमन्तिआ	185	00	09	45
	185/1316	00	04	15
	185/1315	00	03	13
	186/1317	00	04	05

1	2	3	4	5
	197	00	11	96
	243	00	02	43
	242	00	00	10
	242/1416	00	00	10
	241	00	16	85
	242/1218	00	04	38
	234	00	01	36
	233	00	04	06
	233/1391	00	02	80
	233/1528	00	00	17
	232	00	50	04
	232/1512	00	05	41
	247	00	00	68
	231	00	08	39
	252	00	01	40
	312	00	07	40
	269	00	04	20
	268	00	02	43
	267	00	00	74
	270	00	00	83
	270/1412	00	00	46
	256	00	09	01
	264	00	06	02
	265	00	05	70
	277	00	00	31
	668	00	00	12
	668/1478	00	00	10
	668/1479	00	00	10
	668/1483	00	00	10
	667	00	04	44
	662/1250	00	10	60
	662	00	05	19
	662/1364	00	05	27
	663	00	02	35
	719	00	05	95
	717	00	00	10
	718	00	04	39
	1168	00	04	81

1	2	3	4	5
	1168/1543	00	02	41
	1167	00	12	01
	1166	00	00	84
	723	00	00	93
	1165	00	09	39
	1163/1278	00	02	29
	1160	00	00	31
	1160/1428	00	00	16
	1160/1429	00	00	16
	1159	00	07	95
	1155	00	03	73
	1153	00	06	39
	1156	00	01	29
	1154	00	03	18
	1157	00	00	24
	1151	00	00	52
नाउरिआगोडा	471	00	03	58
	473	00	01	83
	472	00	00	44
	470	00	00	57
	474	00	02	83
	468	00	00	10
	467	00	02	62
	475	00	00	37
	466/605	00	00	09
	477/609	00	00	24
	466	00	00	46
	466/736	00	05	58
	456	00	01	47
	455	00	06	85
	250	00	01	87
	158	00	00	36
	159	00	06	59
	160	00	06	07
	161	00	00	20
	166	00	09	61
	170	00	01	08

1	2	3	4	5
	170/718	00	03	89
	171	00	04	64
	172	00	05	23
	170/635	00	00	93
	241	00	16	56
	185/704	00	01	32
	184	00	02	05
	185	00	08	18
	186	00	00	04
	187	00	01	57
	188	00	01	59
	183	00	00	14
	189	00	00	87
	192	00	00	10
	191	00	06	08
	194	00	00	57
	126	00	07	59
	125	00	11	22
महेश्वरपुर	18	00	00	67
	14	00	05	39
	17	00	04	53
	13	00	03	68
	11	00	03	22
	12	00	05	27
	8	00	03	01
	6	00	01	08

[फा. सं. आर-25011/25/2017-ओआर- I (पार्टी)]

पवन कुमार, अवर सचिव

New Delhi, the 21st August, 2017

S.O. 1959.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Odisha) to Hyderabad (Telangana), “Paradip-Hyderabad Pipeline” should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which copies of the Gazette of India containing this notification are made available to the general public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Sri Dillip Kumar Mohanty, Competent Authority, Indian Oil Corporation Limited, Paradip-Hyderabad Pipeline Project, 3rd Floor, Alok Bharati Tower, Saheed Nagar, Bhubaneswar- 751007, (Odisha).

SCHEDULE

Tehsil : ODAGAON	District : NAYAGARH	State : ODISHA		
Name of the Village	Plot No.	Area		
		Hectare	Are	Sq.mtr.

1	2	3	4	5
GODIPARA	185/2270	00	00	73
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	744	00	03	14
	741	00	01	32
	742	00	07	69
	763	00	01	85
	716	00	00	27
	716/3092	00	05	85
	764	00	06	06
	765	00	03	83
	715	00	00	58
	714	00	05	35
	766	00	01	90
	713	00	00	18
	710/2302	00	13	92
	709	00	00	63
	705	00	00	39
	706	00	07	41
	684	00	01	80
	685	00	04	17
	686	00	00	10
	675	00	03	44
	676	00	03	77
	673	00	04	07
	669/2261	00	00	10
	670	00	04	13
	664/2294	00	09	86

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	651	00	00	29
	652	00	00	92
	653	00	02	67
	655	00	08	61
	655/2303	00	03	71
	609/2431	00	14	65
	617	00	02	30
	610	00	01	75
	610/2857	00	06	26
	611	00	00	29
	604	00	05	51
	602	00	00	35
	603	00	03	38
	603/2307	00	02	14
	577/2239	00	03	61
	526	00	01	26
	525	00	01	35
	524	00	00	48
	47	00	08	70
	102	00	01	79
	104	00	00	61
	104/2954	00	00	10
	104/3118	00	00	11
	103	00	04	24
	103/2278	00	04	19
	95	00	03	91
	108	00	06	89
	94	00	01	70
	93	00	02	61
	110	00	09	07
	109	00	03	67
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	253	00	00	10
	254	00	05	46
	247	00	04	80
	246	00	05	45
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	244	00	02	36
	244/2349	00	00	18
	245	00	07	54
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	224	00	00	11
	221	00	09	42
	209	00	02	02
	208	00	00	10
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JAGIRIKHAIRPATI	259	00	03	19
	258	00	02	26
	255	00	02	52
	256	00	00	14
	253	00	02	65
	252	00	00	24
	251	00	00	10
	9	00	04	33
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	32	00	01	70
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	29	00	02	89
	27	00	00	33
	21	00	00	90
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	98	00	03	45
MAJHIKHAND	737	00	07	21
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	607	00	00	32
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	643	00	03	34
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	340	00	02	28
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	380	00	00	64

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	325	00	05	39
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	323/1546	00	00	39
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BHALIADIHI	1472	00	00	47
	1473/2472	00	02	80
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	1471	00	02	56
	1474	00	00	67
	1474/2658	00	01	61
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	1477	00	03	40
	1478	00	00	96
	1479	00	03	35
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	1481	00	02	35
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	1265	00	01	52
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	166	00	02	11
	167	00	00	73
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GOLGAN	1474/2388	00	02	02
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	1452	00	03	84
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	1238	00	01	39
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	1234	00	07	96
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	1232	00	03	40
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DHUSUMA	1564	00	03	28
	1522/1654	00	03	58
	1521	00	00	74
	1520	00	06	78
	1523	00	06	45
	1517	00	00	39
	1517/1864	00	00	67
	1524	00	05	92
	1514/1753	00	00	54
	1514	00	00	34
	1525	00	02	49
	1513	00	02	51
	1526/1608	00	00	16
	1526	00	01	82
	1527/1789	00	01	60
	1527/1788	00	03	17
	1527	00	07	02
	1512/1610	00	00	10
	1511	00	02	88
	687	00	02	38
	688	00	00	18
	688/1592	00	00	15

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	628	00	03	39
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	610	00	14	24
	629	00	01	04
	609	00	04	40
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	608	00	05	34
	608/1677	00	03	48
	608/1678	00	00	10
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	606	00	02	60
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	525	00	00	89
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SIKHAR PUR	2711	00	00	87
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	2704	00	00	10
	2708	00	07	68
	2707	00	00	82
	2722	00	05	10
	2706	00	04	36
	2686	00	08	41
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	2683	00	00	82
	2688	00	00	18
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	2668	00	07	55
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	2665	00	13	08
	921/4240	00	01	92
	921	00	01	50
	912	00	02	92
	909	00	00	10
	909/4388	00	00	10
	910	00	00	48
	910/4652	00	00	65
	910/4842	00	00	57
	911	00	06	34
	911/4902	00	03	09
	915	00	03	01
	917	00	02	82
	917/4392	00	03	15
	837	00	02	96
	838	00	02	18
	836	00	00	82
	838/4386	00	01	86
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	854	00	01	18
	855	00	02	07
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	813	00	01	63
	814	00	01	82
	815	00	02	41
	816	00	02	52
	770	00	03	13
	771	00	00	48
	770/4272	00	00	33
	772	00	00	86
	783	00	00	50
	782	00	08	80
	779	00	00	13
	778	00	03	37
	777	00	03	32
	775	00	00	10
	776	00	07	35
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	787	00	00	49
	698	00	05	31
	560	00	07	86
	565	00	02	15
	556	00	00	10
	556/4661	00	00	10
	555	00	08	05
	566	00	02	02
	553	00	05	23
	552/4074	00	00	15
	552	00	05	85
	551	00	00	81
	547	00	07	97

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	544	00	02	35
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	539	00	01	96
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	538/4267	00	02	58
	2936	00	05	31
	2950	00	05	25
	2949	00	00	91
	2951	00	03	25
	2952	00	06	54
	2954	00	02	27
	2955	00	01	89
	2956	00	00	10
	2956/4782	00	00	10
	2957	00	07	67
	2966	00	01	20
	2965	00	12	67
	2970	00	06	30
	2972/4270	00	01	51
	2971/4250	00	00	18
	2972/4151	00	07	98
	2973	00	13	56
	2972	00	01	78
	2984	00	02	58
	2985	00	03	29
	3008	00	05	88
	3009	00	13	21
	3020	00	00	74
	3010	00	00	30
	3019	00	05	37
	3019/4834	00	02	28
	3019/4835	00	02	38
	3018	00	19	20

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	633/1321	00	02	80
	634	00	10	19
	641	00	00	80
	644	00	02	79
	643	00	00	92
	646	00	03	78
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	649	00	02	60
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	683	00	02	50
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	677	00	05	56
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	662	00	02	68
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	804	00	00	47
	806	00	13	07
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	808	00	02	19
	809	00	00	10
	815	00	05	74
	798	00	00	10

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HARIHARPUR	2136/2162	00	01	02
	2022	00	01	33
	2023	00	23	38
	2021	00	00	10
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	1875	00	06	35
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	1862	00	01	99
	1850	00	05	31
	1850/2620	00	00	85
	1853	00	01	69
	1847	00	02	65
	1846	00	03	73
	1854	00	00	19
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	1844	00	01	87
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	985	00	00	85
	986	00	02	77
	987	00	05	80
	983	00	00	84
	983/2550	00	00	27
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	983/2593	00	00	27
	983/2594	00	00	28
	983/2769	00	00	46
	998	00	04	83

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	920	00	03	56
	924/2190	00	01	39
	919	00	01	93
	919/2657	00	01	78
	925	00	02	27
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	900	00	02	15
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	898	00	05	48
	878/2383	00	02	80
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	878/2384	00	01	80
	879	00	00	16
	777/2257	00	00	10
	877	00	06	89
	876	00	04	60
	875/2213	00	06	97
	1054/2207	00	00	10
	875/2214	00	04	68
	874/2373	00	04	65
	1054/2361	00	00	97
	874	00	05	11
	874/2372	00	00	42
	1060	00	14	57
	1065	00	02	98
	873	00	00	76
	873/2535	00	01	48
	1066	00	08	89

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	872/2503	00	00	17
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	1068	00	00	10
	1069	00	00	22
KARADARAGHUNATHPUR	707/768	00	00	67
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	440	00	04	75
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	393	00	06	17
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	338	00	02	27
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	321/845	00	01	00
	321/846	00	01	01
	321/847	00	00	84
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	66	00	02	73
	72	00	01	82
	73	00	00	42
	74	00	00	27
	78	00	01	87
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	80	00	03	63
	91	00	04	02
	90	00	03	42
	88	00	02	04
	89	00	01	82
BARPUT	629	00	07	94
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	617	00	03	67
	647	00	00	10
	580	00	01	13
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	419	00	01	69
	418	00	11	74
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	356	00	02	44
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	355	00	01	51
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	303	00	08	92
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	191	00	03	85
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	194	00	01	16
	193	00	00	26
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	175/1869	00	05	49
	176	00	06	49
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	214	00	01	19
	14	00	13	59
	12	00	06	50
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	75	00	00	60
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	74	00	04	91
	71	00	05	60
	76	00	07	61
	95	00	00	12
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	77	00	01	38
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	88	00	00	93
	87	00	06	59
	92	00	00	10
	86	00	01	40
MAHULIA	1058	00	14	49
	1059/1405	00	00	39
	1061/1403	00	08	75
	1061	00	07	55
	1072	00	00	12
	1070	00	03	53
	1069	00	02	00
	1067	00	02	21
	1068	00	01	34
	1052	00	01	39
	1035	00	00	13
	1036	00	01	22

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	1036/1662	00	02	58
	1040	00	00	59
	1042	00	10	17
	1043/1414	00	00	68
	1043	00	03	11
	1041	00	04	16
	1043/1413	00	03	46
	548/1408	00	03	01
	548/1409	00	00	27
	548	00	01	29
	548/1617	00	00	80
	542	00	02	65
	543	00	04	54
	541/1559	00	00	60
	541	00	04	48
	438	00	00	35
	440	00	00	33
	440/1392	00	02	22
	444	00	01	56
	443	00	01	15
	447	00	02	31
	451	00	01	12
	452	00	00	48
	455	00	03	37
	483	00	02	97
	481	00	00	53
	480	00	04	70
	489	00	01	06
	479	00	01	86
	478	00	01	77
	475	00	00	10
	477/1461	00	05	70
	477	00	00	79
	477/1462	00	08	87
	468	00	00	10
	293	00	11	71
	258	00	02	76
	259	00	03	40

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	270	00	00	10
	263	00	00	13
	259/1525	00	01	87
	262	00	00	17
	261	00	03	15
	260	00	00	68
	261/1540	00	00	10
KENDUPALI	80	00	01	28
	80/688	00	00	10
	81	00	05	90
	79	00	00	10
	82	00	02	75
	83	00	00	79
	84	00	00	18
	78	00	11	29
	77	00	14	90
NANDIGHORE	2620	00	01	89
	2625	00	04	78
	2624	00	03	72
	2623	00	07	15
	2614	00	01	31
	2596	00	11	96
	2595	00	00	10
	2580	00	08	48
	2567	00	00	10
	2581	00	03	58
	2565	00	08	96
	2563	00	05	45
	2566	00	00	10
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	2564	00	00	33
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	2554	00	01	56
	2553	00	00	36
	2551	00	00	10
	2551/4585	00	00	10

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	2550	00	02	82
	2547	00	04	56
	2546	00	00	23
	2544	00	00	17
	2544/4329	00	00	16
	2545	00	03	43
	2537	00	02	20
	2539	00	03	18
	2538	00	00	88
	2540	00	02	58
	2535	00	01	33
	2535/3497	00	01	55
	2534	00	02	53
	2533	00	04	84
	2531	00	07	31
	2532	00	01	40
	2508	00	06	08
	2509	00	03	20
	2517	00	02	52
	2516	00	00	89
	2510	00	06	33
	2512	00	03	31
	2513	00	06	03
	2514	00	00	55
	2496	00	08	68
	2495	00	03	46
	462	00	09	95
	462/3762	00	04	03
	456	00	01	31
	456/4370	00	01	76
	456/4484	00	01	47
	456/4405	00	01	35
	457	00	01	50
	453	00	04	89
	452	00	08	32
	450/3908	00	01	20
	450/3909	00	04	33
	450	00	01	75

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	449	00	07	48
	399	00	08	76
	398	00	01	37
	397	00	01	85
	393	00	09	10
	392	00	06	47
	380/3832	00	00	76
	10.3906	00	07	59
	12	00	05	31
	47	00	00	15
	46	00	00	97
	45	00	03	77
	21	00	10	73
	44	00	00	13
	20/3705	00	00	10
	20	00	05	43
	20/3704	00	01	86
	19	00	00	43
	16	00	10	04
	15	00	06	30
	1	00	03	81
OSTIA	147	00	07	90
	153/661	00	02	70
	154	00	01	85
	144	00	01	83
	155	00	00	42
	143	00	05	84
	142	00	00	66
	141	00	04	84
	127	00	00	10
	127/759	00	00	10
	140	00	00	56
	134	00	02	91
	128	00	00	82
	133	00	05	55
	131	00	00	10
	129	00	06	63

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	130	00	10	44
	91	00	02	27
	163	00	04	17
	90	00	02	46
	90/761	00	02	47
	88	00	01	93
	89/745	00	02	35
	89	00	07	39
	86	00	02	68
	67	00	01	34
	68	00	01	88
	69	00	03	39
	71	00	04	63
	72	00	09	02
RAGARIMARA	676	00	03	40
	675	00	16	63
	607	00	00	15
	615	00	09	92
	609/749	00	00	10
	613	00	02	77
	612	00	07	57
	611	00	00	83
	610	00	03	36
	610/835	00	03	07
	597	00	03	90
	596	00	02	39
	596/802	00	01	30
	593	00	01	77
	592/757	00	03	00
	534	00	06	44
	534/823	00	02	35
	534/824	00	01	82
	533	00	02	21
	532	00	08	32
	528	00	01	10
	528/838	00	01	98
	521	00	03	92

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	527/710	00	08	47
	527/711	00	03	67
	256	00	02	36
	256/808	00	04	22
	255	00	09	20
	258	00	00	10
	254	00	00	96
	254/795	00	02	70
	254/	00	01	94
	260	00	00	10
	245/689	00	06	88
	261/700	00	01	42
	262	00	02	23
	263	00	05	05
	78	00	02	33
	107	00	02	10
	107/814	00	01	40
	107/833	00	01	49
	124	00	07	60
	125	00	00	25
	125/763	00	00	30
	125/764	00	00	25
	126	00	01	35
	127	00	10	14
	128	00	02	82
	135/750	00	00	10
	130	00	09	15
	131	00	05	45
	132	00	05	32
	158	00	07	90
	161	00	07	63
	160	00	08	30
	162	00	03	76
	163	00	02	63
	164	00	03	42
	165	00	02	72
	190	00	00	57
	191	00	02	88
	192/724	00	00	79

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	193	00	00	66
	192	00	04	71
	195	00	08	61
	197	00	04	99
	198	00	01	58
BAUNSAGARIA	283	00	00	19
	279	00	00	22
PALLIGUNTHASAH	173	00	01	61
	170	00	06	29
	171	00	04	16
	172	00	01	31
	141	00	02	02
	143	00	00	10
	142	00	06	92
	146	00	03	93
	148	00	27	89
	120	00	13	87
	119	00	08	66
	119/255	00	02	14
	118	00	04	06
	118/257	00	01	28
	60	00	01	10
	60/192	00	05	27
	113	00	02	68
	61	00	00	63
	61/217	00	01	28
	112	00	03	90
	63	00	02	78
	68	00	03	72
	66	00	05	22
	64	00	01	13
	49	00	05	91
	50	00	02	53
	50/228	00	01	97
	45	00	02	51

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GUNTHASAH	958	00	01	09
	958/1091	00	00	94
	1002	00	02	09
	959	00	04	95
	959/1072	00	07	07
	959/1073	00	02	35
	960	00	01	54
	962	00	02	44
	961	00	04	98
	964	00	03	48
	963	00	02	19
	965	00	04	37
	991	00	00	49
	986	00	12	82
	984	00	02	56
	560	00	03	02
	459	00	07	87
	455	00	02	34
	454	00	02	00
	453	00	01	15
	445	00	00	54
	451	00	00	10
	451/1089	00	00	10
	451/1102	00	00	10
	452	00	02	72
	444	00	01	35
	443	00	01	15
	442	00	00	64
	447	00	07	02
	448	00	03	06
	449	00	02	42
	441	00	00	10
	440	00	00	41
	295	00	14	40
	438	00	01	12
	437	00	03	08
	301	00	03	90
	301/1106	00	03	07
	301/1107	00	03	01

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	431	00	02	28
	430	00	01	04
	302	00	09	37
	309	00	01	28
	308	00	03	71
	307	00	06	16
	315	00	00	87
	316	00	00	69
	306	00	06	30
	325	00	03	53
	324	00	01	79
	323	00	03	81
	325/1026	00	05	53
	322	00	01	71
	326	00	00	10
	332	00	12	29
	347	00	04	04
	333	00	08	46
	341	00	04	92
	342	00	04	46
	343	00	04	15
	258	00	03	68
	257	00	00	46
	256	00	05	61
	255	00	01	09
	244	00	02	30
	245	00	03	21
	241	00	00	93
KORPITHA	1342	00	01	75
	1318	00	00	23
	1330	00	01	18
	1319	00	00	10
	1321	00	09	07
	1322	00	03	43
	1324	00	02	04
	1326	00	01	64
	1327	00	07	83

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	1311	00	00	10
	1309/1445	00	05	94
	1328	00	00	11
	1309	00	02	30
	1310	00	05	59
	580	00	01	12
	580/1652	00	02	55
	576	00	00	47
	575	00	13	53
	573	00	02	74
	574	00	00	13
	541	00	08	66
	541/1491	00	01	16
	540	00	02	49
	542	00	06	99
	545	00	02	37
	545/1443	00	04	79
	1472	00	07	20
	1471	00	09	28
	529	00	01	60
	528	00	01	12
	549	00	06	05
	527	00	01	65
	527/1504	00	00	99
	523	00	02	89
	524	00	01	64
	522	00	07	12
	521	00	05	33
	518	00	05	49
	518/1564	00	04	19
	518/1566	00	04	37
	477	00	01	27
	473	00	00	25
	471	00	04	66
	472	00	11	45
	421	00	01	30
	422	00	04	06
	423	00	09	34
	424	00	07	16

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	425	00	05	99
	391	00	00	16
	389	00	02	96
	427	00	02	35
	388	00	00	21
	388/1616	00	04	12
	388/1714	00	04	12
	428	00	00	51
	387	00	08	17
	386	00	04	33
	356	00	02	25
SARMAREISAH	223	00	00	88
	566	00	05	59
	221	00	09	19
	225	00	29	52
	234	00	00	71
	231	00	03	45
	232	00	08	43
	233	00	04	90
	134	00	01	73
	241/541	00	01	49
	240	00	00	10
	116/539	00	05	79
	116/540	00	20	85
	116/538	00	06	19
	293	00	00	78
	294	00	07	15
	295	00	01	82
	291	00	00	68
	291/581	00	00	85
	291/583	00	00	89
	291/593	00	00	28
	296	00	03	24
	297	00	01	53
	312	00	02	33
	313	00	02	63
	316	00	00	89

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	310	00	02	17
	320	00	02	12
	320/584	00	02	05
	306	00	02	36
	321	00	03	03
	322	00	06	69
	323	00	03	65
	324	00	13	85
	326	00	04	01
	325	00	01	28
KAIBALPUR	299	00	12	98
	298	00	05	71
	298/706	00	07	15
	297	00	03	15
	296	00	04	51
	295	00	05	54
	304	00	00	87
	305	00	04	40
	314	00	00	17
	314/794	00	00	21
	311	00	01	13
	312	00	14	84
	309	00	00	17
	309/741	00	00	17
	309/742	00	00	16
	309/743	00	00	17
	309/744	00	00	16
	308	00	00	84
	308/737	00	00	64
	308/738	00	00	43
	308/739	00	00	43
	308/740	00	00	43
	253	00	00	82
	252	00	01	39
	251	00	00	96
	97	00	00	96
	97/709	00	00	96
	96	00	03	57

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	94	00	02	00
	95	00	02	28
	73	00	04	66
	74	00	06	69
	75	00	02	50
	76	00	01	00
	77	00	06	35
	78	00	02	65
	72	00	05	69
	70	00	03	83
	67	00	07	70
	66	00	00	80
	71	00	01	19
	14	00	00	24
	14/785	00	00	13
	18	00	06	90
	19	00	02	71
	20	00	06	33
	23/670	00	03	31
	23	00	00	44
	22	00	03	92
	22/757	00	01	09
	25	00	07	82
	26	00	03	06
	26/718	00	01	53
	26/719	00	01	86
	26/720	00	01	37
	29	00	00	30
	29/766	00	00	38
	29/767	00	00	63
	30	00	10	66
RABIGARIA	328	00	02	71
	313	00	03	76
	320	00	01	78
	319	00	04	15
	318	00	06	74
	315	00	11	31

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	316	00	01	13
	199	00	04	15
	215	00	08	25
	215/426	00	04	35
	217	00	01	42
	218	00	03	77
	220	00	07	58
	192	00	00	59
	191	00	02	47
	191/359	00	02	57
	191/362	00	01	44
	191/414	00	01	76
	190	00	03	17
	190/360	00	01	50
	190/391	00	01	04
	188	00	05	32
	189	00	01	84
	187	00	06	15
	179	00	06	22
	185	00	07	07
	183	00	10	32
KURUMBANKTARA	1103	00	00	10
	1104	00	02	50
	1127	00	06	66
	1128	00	01	64
	1130	00	03	99
	1130/2379	00	02	14
	1129	00	00	10
	1131	00	02	45
	1133	00	00	37
	1133/2629	00	00	37
	1132	00	06	15
	1138	00	00	16
	2045	00	04	13
	2039	00	00	76
	2044	00	00	10
	2040	00	04	16
	2041	00	00	96

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	2037	00	00	94
	2036	00	08	92
	2034	00	03	80
	2035	00	00	61
	2035/2350	00	01	48
	2033	00	01	80
	2014	00	06	86
	2015	00	02	01
	2026	00	00	59
	2017	00	04	08
	2017/2367	00	02	29
	2018	00	02	62
	2019	00	03	05
	2011	00	02	33
	2004	00	01	37
	2003	00	06	08
	2002	00	00	10
GODARKANA	57	00	00	10
	55	00	08	04
	56	00	03	81
	46	00	02	03
	46/79	00	02	06
	46/80	00	02	07
	47	00	00	29
	46/69	00	03	50
	44	00	10	14
	43	00	02	51
	42	00	05	97
	23	00	00	10
	23/73	00	00	10
	23/83	00	00	10
	40	00	02	06
	41	00	06	23
	38	00	00	37
	37	00	00	26
	32	00	05	81
	31	00	02	23

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	28	00	00	13
	29	00	06	31
	30	00	00	87
	28/71	00	00	26
BHALIADIHI	1254	00	01	31
	1253	00	04	42
	1253/1434	00	02	22
	1252	00	01	37
	1249	00	00	22
	1250	00	07	89
	1248	00	00	83
	1244	00	10	10
	1245	00	02	66
	1247	00	00	12
	1247/1483	00	00	10
	1246	00	03	01
	1194	00	08	76
	1143	00	03	04
	1143/1534	00	02	27
	1144	00	00	92
	1147	00	00	82
	1142	00	00	83
	1142/1533	00	00	43
	1141	00	02	34
	1148	00	01	26
	1149	00	01	59
	1140	00	01	60
	1105	00	06	49
	1152	00	03	09
	1154	00	00	60
	1153	00	03	55
	1104	00	08	98
	1100	00	07	11
	1101	00	06	87
	1099	00	02	62
	1099/1511	00	02	73
	1098/1422	00	00	54
	1098/1423	00	04	06

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	1097	00	06	85
	1095	00	00	10
	873	00	02	56
	1098	00	08	19
DEOGAN	583	00	01	52
	582	00	00	10
	581/1511	00	05	04
	581	00	04	05
	580	00	04	04
	580/1585	00	01	50
	580/1529	00	00	59
	579	00	00	47
	574	00	03	79
	576	00	00	10
	575	00	04	28
	564	00	06	19
	568	00	06	40
	563	00	03	16
	563/1540	00	01	03
	563/1565	00	01	62
	551	00	00	94
	548	00	04	22
	547	00	00	16
	546	00	00	65
	545	00	02	41
	544	00	04	38
	549	00	01	25
	664	00	02	90
	534	00	00	15
	533	00	00	67
	531	00	00	69
	532	00	06	16
	535	00	02	67
	535/1587	00	00	47
	530	00	01	32
	528	00	01	58
	528/1569	00	00	92

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	529	00	03	20
	527	00	00	26
	519/1474	00	00	90
	519/1475	00	01	33
	519	00	00	10
	519/1476	00	01	59
	520	00	02	96
	521	00	00	18
	514	00	03	00
	513	00	05	77
	488	00	00	92
	451	00	10	53
	453	00	00	10
	449	00	07	73
	455	00	00	55
	450	00	00	52
	448	00	02	11
	760	00	00	89
	761	00	01	39
	759	00	04	35
	758	00	09	33
	872	00	02	16
	766	00	00	41
	768	00	00	10
	767	00	00	67
	771/1442	00	02	45
	771	00	06	72
	871	00	04	65
	772	00	01	29
	861	00	02	28
	860	00	02	84
	773	00	00	62
	853	00	00	13
	854	00	00	73
	859	00	01	04
	858	00	07	72
	857/1523	00	00	10
	835	00	10	16
	837	00	00	43

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	830	00	01	09
	832	00	02	43
	833	00	03	43
	834	00	00	23
	832/1595	00	02	43
	832/1599	00	02	43
	929	00	01	31
	945	00	02	03
	931	00	05	92
	944	00	00	10
	937	00	01	51
	936	00	05	87
	935	00	00	25
	932	00	07	23
	1032	00	00	62
	1031	00	01	51
	1030	00	04	84
	1029	00	05	80
	1028	00	06	48
	1027	00	00	10
	1053/1432	00	03	99
	1055	00	03	42
	1054	00	03	07
	1433	00	00	25
	1057	00	00	30
	1056	00	01	54
	1058	00	04	75
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	1066	00	05	47
	1073	00	02	17
	63	00	09	86
	44	00	02	75
	1078	00	00	10
	1077	00	05	23
	1074	00	04	95
	1076	00	10	01

1	2	3	4	5
	1251	00	00	72
	1252	00	04	70
	1254	00	00	55
	1248	00	00	61
	1247	00	01	58
	1253	00	00	89
	1246	00	03	49
	1247/1496	00	00	50
	1245	00	02	16
	1244	00	10	92
	1240	00	00	90
	1241	00	16	72
	1228	00	00	73
	1290	00	04	23
	1225	00	00	93
	1292	00	00	26
	1291	00	03	99
	1295	00	05	08
	1296	00	02	19
	1302	00	00	47
	1301	00	10	45
	1303	00	00	46
	1306	00	02	76
	1307	00	06	45
	1310	00	00	94
	1309	00	01	70
	1308	00	01	97
	1309/1532	00	02	36
	1313	00	02	05
	1317	00	00	10
	1314	00	05	79
	1316	00	03	64
	1315	00	00	97
	1319	00	01	66
	1324	00	04	06
	1323	00	00	22
	1325	00	03	05
	1326	00	02	64
	1327	00	02	64

1	2	3	4	5
KURAL	3817	00	16	59
	3818	00	02	58
	3953	00	01	56
	3952	00	07	72
	3981/4601	00	00	88
	3995	00	13	38
	3994	00	01	46
	3996	00	02	90
	3993	00	00	10
	4000	00	02	53
	4002	00	00	71
	4001	00	01	14
	3999	00	17	20
	4014	00	00	21
	4004	00	00	91
	4013	00	04	08
	4013/4953	00	01	31
	4005	00	01	74
	4012	00	00	43
	4011	00	01	30
	4006	00	01	98
	4007	00	01	58
	4010	00	00	26
	4038	00	04	11
	4035	00	07	52
	4034	00	29	78
	4091	00	00	10
	4091/4805	00	00	16
	4092	00	03	32
	4097	00	03	22
	4096	00	05	04
	4096/4860	00	14	89
	4096/4489	00	01	08
	3164	00	05	48
	4102	00	08	76
	4105	00	02	20
	4243	00	04	95

1	2	3	4	5
	4242	00	03	49
	4106	00	07	61
	4240	00	06	00
	4238	00	04	41
	4237	00	05	47
	4225	00	09	99
	4224	00	07	18
	4223	00	02	20
	4218	00	10	07
	4162/4391	00	01	30
	4162	00	01	40
	4162/4590	00	03	19
	4162/4730	00	00	82
	4590	00	03	19
	4164	00	01	00
	4168	00	14	57
	4169	00	02	84
	4207/4412	00	18	09
	4175	00	00	10
	4198	00	01	03
	4178	00	04	77
	4179	00	10	60
	3063	00	04	68
	3062	00	04	86
	3061	00	00	16
	3058	00	04	44
	3055	00	02	57
	3056	00	07	57
	3024	00	00	29
	3025	00	03	78
	3053/4423	00	02	29
	3026	00	06	15
	3027	00	01	79
	3028	00	01	70
	2997	00	03	17
	2968	00	14	83
	2968/4773	00	01	23
	2968/4307	00	00	20
	2887	00	06	14

1	2	3	4	5
	2887/4930	00	01	35
	2888	00	14	46
	2896	00	00	38
	2890	00	06	41
	2895	00	01	87
	2891	00	16	29
	2858	00	01	91
	2900/4422	00	17	07
	2854	00	00	19
	2854/5651	00	00	19
	2843	00	02	63
	2843/4766	00	02	62
	2842	00	05	34
	2841	00	00	47
	2840/4436	00	04	51
	2840	00	05	23
	2839	00	00	33
	2819	00	02	73
	2819/5606	00	02	30
	2817	00	01	62
	2818	00	00	41
	2814	00	07	83
	2813	00	09	18
	2812	00	00	85
	2811	00	03	16
	2810	00	04	69
	2805	00	03	05
	2806	00	07	75
	2807	00	09	31
	2807/4757	00	01	73
	2796	00	00	11
	2795	00	00	91
HANUMANTIA	185	00	09	45
	185/1316	00	04	15
	185/1315	00	03	13
	186/1317	00	04	05
	197	00	11	96

1	2	3	4	5
	243	00	02	43
	242	00	00	10
	242/1416	00	00	10
	241	00	16	85
	242/1218	00	04	38
	234	00	01	36
	233	00	04	06
	233/1391	00	02	80
	233/1528	00	00	17
	232	00	50	04
	232/1512	00	05	41
	247	00	00	68
	231	00	08	39
	252	00	01	40
	312	00	07	40
	269	00	04	20
	268	00	02	43
	267	00	00	74
	270	00	00	83
	270/1412	00	00	46
	256	00	09	01
	264	00	06	02
	265	00	05	70
	277	00	00	31
	668	00	00	12
	668/1478	00	00	10
	668/1479	00	00	10
	668/1483	00	00	10
	667	00	04	44
	662/1250	00	10	60
	662	00	05	19
	662/1364	00	05	27
	663	00	02	35
	719	00	05	95
	717	00	00	10
	718	00	04	39
	1168	00	04	81
	1168/1543	00	02	41
	1167	00	12	01

1	2	3	4	5
	1166	00	00	84
	723	00	00	93
	1165	00	09	39
	1163/1278	00	02	29
	1160	00	00	31
	1160/1428	00	00	16
	1160/1429	00	00	16
	1159	00	07	95
	1155	00	03	73
	1153	00	06	39
	1156	00	01	29
	1154	00	03	18
	1157	00	00	24
	1151	00	00	52
NAURIAGORA	471	00	03	58
	473	00	01	83
	472	00	00	44
	470	00	00	57
	474	00	02	83
	468	00	00	10
	467	00	02	62
	475	00	00	37
	466/605	00	00	09
	477/609	00	00	24
	466	00	00	46
	466/736	00	05	58
	456	00	01	47
	455	00	06	85
	250	00	01	87
	158	00	00	36
	159	00	06	59
	160	00	06	07
	161	00	00	20
	166	00	09	61
	170	00	01	08
	170/718	00	03	89
	171	00	04	64

1	2	3	4	5
	172	00	05	23
	170/635	00	00	93
	241	00	16	56
	185/704	00	01	32
	184	00	02	05
	185	00	08	18
	186	00	00	04
	187	00	01	57
	188	00	01	59
	183	00	00	14
	189	00	00	87
	192	00	00	10
	191	00	06	08
	194	00	00	57
	126	00	07	59
	125	00	11	22
MAHESWARPUR	18	00	00	67
	14	00	05	39
	17	00	04	53
	13	00	03	68
	11	00	03	22
	12	00	05	27
	8	00	03	01
	6	00	01	08

[F. No. R-25011/25/2017-OR-I (Pt.)]

PAWAN KUMAR, Under Secy.

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1960.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पंजाब राज्य में गांव : झुगियां, जिला : शहीद भगतसिंह नगर से हिमाचल प्रदेश के गांव : पेखुबेला, जिला: उना तक पेट्रोलियम उत्पादों के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा पीएजेपीएल- उना ब्रांच पाइपलाइन बिछाई जानी चाहिए।

और, केन्द्रीय सरकार को यह प्रतीत होता है कि ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए ऐसी भूमि जिसके भीतर पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, के उपयोग के अधिकार का अर्जन करना आवश्यक है।

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है।

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि से हितबद्ध है, उक्त अधिनियम, की धारा 3 की उपधारा (1) के अधीन जारी की गयी अधिसूचना से युक्त भारत के राजपत्र की प्रतियां साधारण जनता को उपलब्ध करा दिये जाने की तारीख से इक्कीस दिनों के भीतर, उसमें उपयोग के अधिकार का अर्जन या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में आक्षेप, लिखित रूप में श्री देवराज शर्मा, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड (पाइपलाइन प्रभाग), पीएजेपीएल-उना ब्रांच पाइपलाइन परियोजना, 346, कमला कुंज, डी. सी. कालोनी, उना (हिमाचल प्रदेश)-174303 को कर सकेगा।

अनुसूची

जिला – उना					राज्य – हिमाचल प्रदेश		
क्र. सं.	तहसील का नाम	गांव का नाम	हदबस्त नं.	खसरा सं.	क्षेत्रफल		
					हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
1	हरोली	बाथडी	476	1573	00	15	30
				1126	00	01	08
				1127	00	00	90
				1125/4	00	01	10
				1125/3	00	01	20
				1125/2	00	01	45
				1125/1	00	03	10
				1124/1	00	00	60
2	हरोली	केलुवा		3302/3	00	00	20
				3302/2	00	05	35
				3302/1	00	05	50
				3131	00	24	66
				2955	00	02	70
				2652	00	01	56
3	हरोली	बट कलां	473	679//5/3/1	00	03	08
				679//5/3/2	00	03	08
4	हरोली	टहलीवाल निचला	472	621/314	00	03	33
				620/314	00	03	15
5	हरोली	ललड़ी	470	6434	00	00	20
6	उना	उदयपुर	224	1197/2	00	01	05
				1197/1	00	26	40

1	2	3	4	5	6	7	8
				1243/1141	00	07	55
				1242/1141	00	02	15
				1158/2	00	03	80
				1318/1176	00	18	24
7	उना	नंगड़ा झिकला	222	2210/1663	00	00	78
				2206/1359	00	02	73
				1328	00	02	80
				2266/515	00	01	55
				2267/515	00	02	26
				2272/523	00	00	20
				2271/523	00	02	30
				2207/523	00	00	35
				2277/528	00	00	88
				2268/522	00	00	20
				2269/522	00	00	20
8	उना	पेखूबेला		1009	00	03	60
				1007	00	09	18

[फा. सं. आर-25011/20/2017-ओआर-I/48705]

पवन कुमार, अवर सचिव

New Delhi, the 21st August, 2017

S.O. 1960.—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Village : Jhungian, District : Shahid Bhagat Singh Nagar of Punjab State to Village: Pekhubela, District : Una of Himachal Pradesh, PAJPL - Una Branch Pipeline should be laid by the Indian Oil Corporation Limited.

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the Right of User in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the petroleum and Mineral Pipelines (Acquisition of Right of user in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the land described in the said schedule may within 21 days from the date on which the copies of this notification issued under sub-section (1) of the section 3 of said Act, as published in the Gazette of India are made available to the general public, object in writing to the acquisition of the right of user therein of laying of the pipeline under the land to Shri. Devraj Sharma, Competent Authority, Indian Oil Corporation Ltd, PAJPL-Una Branch Pipeline Project, 346, Kamla Kunj, D.C. Colony, Una (Himachal Pradesh) -174303.

SCHEDULE

District - Una					State - Himachal Pradesh		
S. No.	Name of Tehsil	Name of Village	Hadbast No.	Khasara No.	Area		
					Hectare	Are	Sq. Mtr.
1	2	3	4	5	6	7	8
1	Haroli	Bathari	476	1523	00	15	30
				1126	00	01	08
				1127	00	00	90
				1125/4	00	01	10
				1125/3	00	01	20
				1125/2	00	01	45
				1125/1	00	03	10
				1124/1	00	00	60
2	Haroli	Keluwa		3302/3	00	00	20
				3302/2	00	00	35
				3302/1	00	05	50
				3131	00	24	66
				2955	02	02	70
				2652	00	01	56
3	Haroli	Bat Kalan	473	679// 5/3/1	00	03	08
				6769// 5/3/2	00	03	08
4	Haroli	Tahiwal Nichla	472	621/314	00	03	33
				620/314	00	03	15
5	Una	Laladi	470	6434	00	00	20
6	Una	Uday pur	224	1197/2	00	01	05
				1197/1	00	26	40
				1243/1141	00	07	55
				1242/1141	00	02	15
				1158/2	00	03	80
				1318/1176	00	18	24
7	Una	Nangran Jhikla	222	2210/1663	00	00	78
				2206/1359	00	02	73
				1328	00	02	80
				2266/515	00	01	55
				2267/515	00	02	26
				2272/523	00	00	20
				2271/523	00	02	30
				2270/523	00	00	35
				2277/528	00	00	88
				2268/522	00	00	20
				2269/522	00	00	20
8	Una	Pekhubela		1009	00	03	60
				1007	00	09	18

[F. No. R-25011/20/2017-OR-I/48705]

PAWAN KUMAR, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय**(उपभोक्ता मामले विभाग)****(भारतीय मानक ब्यूरो)**

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1961.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/अनुभाग) : वर्ष
1.	6500025103	20170417	मेसर्स कर्पगम ज्वेल्स 98, बज़ार सडक, सत्यामंगलम - 638401	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

[सं. सीएमडी/13 : 11]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION**(Department of Consumer Affairs)****(BUREAU OF INDIAN STANDARDS)**

New Delhi, the 17th August, 2017

S.O. 1961.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500025103	20170417	M/s. Karpagam Jewels 98, Bazaar Street, Sathyamangalam-638401	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1962.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6119055	मेसर्स रमेश हाईटेक पम्प्स प्रायवेट लिमिटेड 1040, भारतियार रोड, पी. एन. पालयम, कोयम्बतूर -641037	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	04/04/2017

[सं. सीएमडी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1962.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6119055	M/s. Ramesh Hitech Pumps Private Limited 1040, Bharatiyar Road, P. N. Palyam , Coimbatore -641037	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	04/04/2017

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1963.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500025204	20170509	मेसर्स गायत्री मिनरल्स एस एफ सं. 461/1, कालीपालयम, विजयमपालयम के रास्ते, वेल्लामडै पोस्ट, कोयम्बतूर - 641110	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
2.	6500025305	20170511	मेसर्स एलिम एक्का इंडस्ट्रीस 110/34, विवेकानन्दर सालै, वेट्टुकट्टुवलसु कलकटरेट पोस्ट, इरोड - 638011	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004

3.	6500025406	20170512	मेसर्स वी-गार्ड इंडस्ट्रीस लिमिटेड KK12, KK13, KK14, KK15, सिपकोट इंडस्ट्रियल ग्रोथ सेंटर, पेरुन्दुरै, ईरोड - 638052	सौर सपाट पट्टिका संग्राहक - भाग 1- अपेक्षाएँ	IS 12933 : Part 1 : 2003
4.	6590000117	20170516	मेसर्स जे.पी. ज्वेलर्स 5/9, ईश्वरन कोविल स्ट्रीट, इंडियन बैंक के पास, तिरुप्पुर - 641604	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
5.	6590000218	20170516	मेसर्स जे पी वेल्लि मालिगै 7-9, ईश्वरन कोविल स्ट्रीट, मुनिसिपाल कार्यालय के पास, तिरुप्पुर - 641604	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
6.	6500025507	20170517	मेसर्स ग्लोबल मिनरल्स सं. 254, विरप्पमपालयम बै-पास, विलरसमपट्टी, ईरोड - 638107	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
7.	6590000412	20170522	मेसर्स जे पी वेल्लि मालिगै 7-9, ईश्वरन कोविल स्ट्रीट, मुनिसिपाल कार्यालय के पास, तिरुप्पुर - 641604	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
8.	6590000311	20170522	मेसर्स पी पी पी ज्वेलरी 17, पोन्न स्ट्रीट, ईरोड - 638001	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
9.	6500025608	20170523	मेसर्स डी एम एफ पम्प्स सं. 125, दक्षिण सडक नं. 4, आवारमपालयम, गणपति, कोयम्बतूर - 641006	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220 : 1994
10.	6500025709	20170523	मेसर्स ए जी एन सिमेंट इंडस्ट्रीस एस एफ सं. 708, तिदुपारैतोड्रम, कुलन्दै गौन्डनवलसु, अविनाशिपालय पोस्ट, कांगयम, तिरुप्पुर - 638701	पोर्टलेन्ड पॉज़ालाना सिमेंट- भाग 1- फ़्लै एश आधारित	IS 1489 : Part 1 : 1991
11.	6590000513	20170530	मेसर्स भरणी ज्वेलर्स 166, काँवेरी रोड, ईरोड - 638003	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016

[सं. सीएमडी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1963.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500025204	20170509	M/s. Gayathri Minerals SF No. 461/1, Kalipalayam, Viayampalayam Via, Vellamada Post, Coimbatore - 641110	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
2.	6500025305	20170511	M/s. Elim Aqua Industries 110/34, Vivekanandhar Salai, Vettukattuvalasu Collectorate Post , Erode - 638011	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
3.	6500025406	20170512	M/s. V Guard Industries Limited KK12, KK13, KK14, KK15, SIPCOT Industrial Growth Centre, Perundurai, Erode - 638052	Solar Flat Plate Collector - Part 1 Requirements	IS 12933 : Part 1 : 2003
4.	6590000117	20170516	M/s. J.P. Jewellers 5/9, Easwaran Kovil Street, Near Indian Bank, Tirupur - 641604	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016
5.	6590000218	20170516	M/s. JP Velli Maaligai 7-9, Easwaran Kovil Street, Near Municipal Office, Tirupur - 641604	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016
6.	6500025507	20170517	M/s. Global Minerals No. 254, Veerappampalayam Bye Pass, Villarasampatti, Erode - 638107	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
7.	6590000412	20170522	M/s. JP Velli Maaligai 7-9, Easwaran Kovil Street, Near Municipal Office, Tirupur - 641604	Silver and Silver Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 2112 : 2014
8.	6590000311	20170522	M/s. PPP Jewellery 17, Ponn Street, Erode - 638001	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016
9.	6500025608	20170523	M/s. DMF Pumpss No.125, South Street No.4, Avarampalayam, Ganapathy, Coimbatore - 641006	Openwell Submersible Pumpsets	IS 14220 : 1994
10.	6500025709	20170523	M/s. AGN Cement Industries SF No 708, Thittuparaihotham, Kulandai Goundenvalasu, Avinashipalayam Post, Kangayam, Tirupur - 638701	Portland Pozzolana Cement Part 1 Fly ash Based	IS 1489 : Part 1 : 1991
11.	6590000513	20170530	M/s. Bharani Jewellers 166, Cauvery Road, Erode - 638003	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1964.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
1.	6519980	मेसर्स पी पी पी ज्वेलरी सं. 17, पोन्न स्ट्रीट, ईरोड -638001	IS 1417 : 2016 स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	12/05/2017
2.	6500016203	मेसर्स डेक्सके पोली त्रेपिंग वायर द. सं. 12, कोवै इंडस्ट्रियल पार्क, कोविलपालयम पोस्ट, कोयम्बतूर - 641 107	IS 8783 (Part 4/ Sec 3): 1995 निम्नजन मोटरों के वाइंडिंग तार- भाग 4- अलग अलग तारों की विशिष्टि - अनुभाग 3- पोलीयस्टर और पोलीप्रोपीलीन सोधित वाइंडिंग तार	16/05/2017
3.	6880793	मेसर्स कल्याण ज्वेलर्स इंडिया प्रायवेट लिमिटेड 166/ 4,5,6, कॉवैरी रोड, करुन्गलपालयम, ईरोड -638003	IS 1417 : 2016 स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	19/05/2017
4.	6339675	मेसर्स पैलेट इंडस्ट्रीस एस एफ सं. 76-A,9/13-B, पलनीसामी नायडु कॉलनी, दूसरा सडक, कालापट्टी रोड, सिविल एरॉड्रॉम पोस्ट, अरियलूर, कोयम्बतूर -641014	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	24/05/2017
5.	6201848	मेसर्स एस के एस एक्ससरीस अय्यर तोट्टम, सुन्डकामुतूर रोड, कुमारापालयम (पोस्ट), कोयम्बतूर -641026	IS 9079 : 2002 कृषि एवं जल आपूर्ति के लिए साफ और ठंडे पानी के बिजली के मोनोसेट पम्प	25/05/2017

[सं. सीएमडी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1964.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
1.	6519980	M/s. P.P.P. Jewellery No. 17, Ponn Street , Erode -638001	IS 1417 : 2016 Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	12/05/2017
2.	6500016203	M/s. Daksakthe Poly Wrapping Wire D. No. 12, Covai Industrial Park, Kovil Palayam Post, Coimbatore - 641 107	IS 8783 (Part 4/ Sec 3): 1995 Winding Wires for Submersible Motors – Part 4: Specification for Individual Wires- Section 3: Polyester and Polypropylene Insulated Wires	16/05/2017
3.	6880793	M/s. Kalyan Jewellers India Private Limited 166/ 4,5,6, Cauvery Road, Karungalpalayam, Erode -638003	IS 1417 : 2016 Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	19/05/2017
4.	6339675	M/s. Pilot Industires SF No. 76-A,9/13-B, Palanisamy Naidu Colony, 2 nd Street, Kalapatty Road, Civil Aerodrome Post, Ariyalur, Coimbatore-641014	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	24/05/2017
5.	6201848	M/s. S K S Accessories Iyer Thottam, Sundakamuthur Road, Kumarapalayam (P.O.), Coimbatore -641026	IS 9079 : 2002 Electric Monoset Pumps For Clear, Cold Water For Agricultural And Water Supply Purposes	25/05/2017

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1965.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500025810	20170605	मेसर्स कुन्सन्स पाइप्स प्रायवेट लिमिटेड एस एफ सं. 458/1,458/2,459/1A,459/2, वेल्लमडि, कोयम्बतूर -641110	पेय जल पूर्ति के लिए असुघट्टित पी वी सी पाइप	IS 4985 : 2000
2.	6590000614	20170612	मेसर्स कल्याण ज्वेलर्स इंडिया लिमिटेड 166/4,5,6, एन ए, काँवेरी रोड, करुंगलपालयम, ईरोड -638003	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016

3.	6500025911	20170612	मेसर्स वरुणास हेव्न्ली वाटर एस एफ सं. 625, लक्ष्मी फार्म्स, सिरुवाणि मुख्य रोड, मदुरायापुरम, कारुण्या पोस्ट, कोयम्बतूर-641114,	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543 : 2004
4.	6500026004	20170614	मेसर्स टेक्स्मो इंडस्ट्रीस (पम्प डिविजन III) एस एफ सं. 323/1, 324/1, 325/2C, उरुमन्डमपालयम, वेल्लैकिनर गाँव, कोयम्बतूर- 641029.	गहरे कुओं के लिए निम्नजनीय पम्पसेट	IS 14220: 1994
5.	6500026105	20170621	मेसर्स श्री कन्दन इंजीनियरिंग सं. 6, 8 ^{वाँ} सडक, धरणी नगर एक्स्टेंशन, गणपतिपुदुर, गणपति, कोयम्बतूर- 641006	निम्नजनीय पम्पसेट	IS 8034: 2002
6.	6590000715	20170621	मेसर्स श्री परमेश्वरी ज्वेलर्स 31, वेलायुतन स्ट्रीट, अन्तियूर, ईरोड-638501	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी – शुद्धता एवं मुहरांकन	IS 1417 : 2016
7.	6500026307	20170628	मेसर्स ऑरोन्ज पम्प्स एण्ड मोटर्स 34, मुगाम्बिगै नगर, गणपति, कोयम्बतूर- 641 006	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472: 1998
8.	6500026408	20170628	मेसर्स एस जे पम्प्स 62-B/1, आवारमपालयम, कुलत्तु तोट्टम, कोयम्बतूर-641004.	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472: 1998
9.	6500026206	20170628	मेसर्स आर्यन मोटर्स (इंडिया) प्रायवेट लिमिटेड एस एफ सं. 128/1, नरसिम्मननायकनपालयम, मेट्टपालयम रोड, कोयम्बतूर - 641031	निम्नजनीय पम्पसेट के लिए मोटर	IS 9283: 2013

[सं. सीएमडी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1965.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500025810	20170605	M/s. Kunsons Pipes Pvt Ltd SF No. 458/1,458/2,459/1A,459/2, Vellamadi, Coimbatore -641110	Unplasticized PVC Pipes for potable water supplies	IS 4985 : 2000

2.	6590000614	20170612	M/s. Kalyan Jewellers India Limited 166/4,5,6, NA, Cauvery Road, Karungalpalayam,, Erode -638003	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 2016
3.	6500025911	20170612	M/s. Varunas Heavenly Water SF No. 625,Lakshme Farms, Siruvani Main Road, Mathuvarayapuram,, Karunya Post, Coimbatore-641114,	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543 : 2004
4.	6500026004	20170614	M/s. Texmo Industries (Pump Division III) SF No. 323/1, 324/1, 325/2C, Urumandampalayam, Vellakinar Village, Coimbatore- 641029.	Openwell Submersible Pumpsets	IS 14220: 1994
5.	6500026105	20170621	M/s. Sri Kandan Engineering No. 6, 8 th Street, Dharani Nagar Extension, Ganapathyputhur, Ganapathy, Coimbatore - 641006	Submersible Pumpsets	IS 8034: 2002
6.	6590000715	20170621	M/s. Sri Parameswari Jewellers 31, Velayuthan Street, Anthiyur Erode-638501	Gold and Gold Alloys, Jewellery/ Artefacts - Fineness and Marking	IS 1417 : 2016
7.	6500026307	20170628	M/s. Orange Pumpss And Motorss 34, Mugambhigai Nagar, Ganapathy, Coimbatore- 641 006	Centrifugal Regenerative Pumps for clear, cold water	IS 8472: 1998
8.	6500026408	20170628	M/s. SJ Pumps, 62-B/1,Avarampalayam, Kulathu Thottam, Coimbatore-641004.	Centrifugal Regenerative Pumps for clear, cold water	IS 8472: 1998
9.	6500026206	20170628	M/s. Aryen Motors (India) Private Limited SF No.128/1, Narasimmanaickenpalayam, Mettupalayam Road, Coimbatore - 641031	Motors for Submersible Pumpsets	IS 9283: 2013

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1966.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं. सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
जून 2017 - शून्य				

[सं. सीएमडी/13 : 13]

टी. कलैवानन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1966.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
JUNE 2017 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 17 अगस्त, 2017

का.आ. 1967.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियम 4 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्र. सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/ माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्ष	भा मा सं (भाग/ अनुभाग) : वर्ष
1.	6500026509	20170711	मेसर्स एस एन इंडस्ट्रीस 31, अतिकुट्टेतोडम, तोट्टिपालयम रोड, चिन्नियापालयम (पोस्ट), कोयम्बतूर -641062.	साफ, ठंडे पानी के लिए अपकेंद्रीय पुनरुत्पादक पम्प	IS 8472: 1998
2.	6500026610	20170711	मेसर्स सी.आ.आई. पम्प्स प्रायवेट लिमिटेड यूनिट : रागो इंडस्ट्रीस 10/150, मसागौन्डन चेट्टिपालयम,	जलकल के लिए स्लूस वाल्व	IS 14846: 2000

			ओरैक्कालपालयम, कुन्नतुर पोस्ट, कोयम्बतूर - 641107.		
3.	6500026812	20170714	मेसर्स एस वी एस मिनरल्स 250/1, पेरियाकोम्बु तोट्टम, नेल्लुतुरै रोड, आलियार पोस्ट, पोल्लाची- 642101	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
4.	6500026711	20170714	मेसर्स कोवर्तना वाटर यूनिट-2, 3/224-D, अंडिपालयम, कनक्कमपालयम, तिरुप्पुर -641666	पैकेजबंद पेय जल (पैकेजबंद मिनरल जल के अलावा)	IS 14543: 2004
5.	6500026905	20170714	मेसर्स जयश्री प्लास्टिक्स 241-G, पेरूर सडक, मणि राइस मिल इंडस्ट्रियल एस्टेट, कुमारापालयम (पोस्ट), कोयम्बतूर -641026	पैकेजबंद मिनरल जल एवं पैकेजबंद पेय जल को पैक करने के पात्र	IS 15410: 2003
6.	6500027006	20170718	मेसर्स कर पम्प्स श्री अलगु अम्मन इंजीनियरिंग 151/1, रामासामी लैऔट सं. 3, आवारमपालयम, कोयम्बतूर-641006	निम्नजनीय पम्पसेट	IS 8034: 2002
7.	6590000816	20170718	मेसर्स कुबेरालक्ष्मी तंगामालिगै दरवाजा सं. 29, बंगला सडक, पेरुन्दुरै, ईरोड - 638052	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
8.	6590000917	20170719	मेसर्स कुबेरालक्ष्मी तंगामालिगै दरवाजा सं. 29, बंगला सडक, पेरुन्दुरै, ईरोड - 638052	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014
9.	6500027107	20170724	मेसर्स आर्टिक शीट मेटल फैब्रिकेशन 16/1, रैनबो इंडस्ट्रियल एरिया, चिन्नावेदमपट्टी, गणपति, कोयम्बतूर- 641006.	फायर फाइटिंग के लिए प्राथमिक सहायता नली-रील के विनिर्देश	IS 884: 1985
10.	6590001018	20170728	मेसर्स वर्णिका ज्वेलर्स साइट सं. 9, एन एस आर रोड, साई बाबा सॉलनी, कोयम्बतूर - 641011	स्वर्ण एवं स्वर्ण मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 1417 : 2016
11.	6590001111	20170731	मेसर्स वर्णिका ज्वेलर्स साइट सं. 9, एन एस आर रोड, साई बाबा सॉलनी, कोयम्बतूर - 641011	चाँदी एवं चाँदी मिश्रधातुएं, आभूषण/ शिल्पकारी - शुद्धता एवं मुहरांकन	IS 2112 : 2014

[सं. सीएमडी/13 : 11]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 17th August, 2017

S.O. 1967.—In pursuance of sub-regulation (5) of the regulation 4 of the Bureau of Indian Standards (Certification) Regulation 1988, of the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following schedule:

SCHEDULE

Sl. No.	Licence No.	Grant Date	Name and Address (Factory) of the Party	Title of the Standard	IS No. Part/ Sec. Year
1.	6500026509	20170711	M/s. S N Industriess 31, Athikuttaithottam, Thottipalayam Road, Chinnipalayam (P.O.), Coimbatore-641062.	Centrifugal Regenerative Pumps for Clear, Cold Water	IS 8472: 1998
2.	6500026610	20170711	M/s. C.R.I Pumps Private Limited, Unit : Rago Industries, 10/150, Masagounden Chettipalayam, Oraikkalpalayam, Kunnathur Post, Coimbatore-641107.	Sluice Valve for Water Works Purposes	IS 14846: 2000
3.	6500026812	20170714	M/s. SVS Minerals, 250/1, Periyakombu Thottam, Nelluthurai Road, Aliyar Post, Pollachi-642101	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
4.	6500026711	20170714	M/s. Kovartna Water Unit-2, 3/224-D, Andipalayam, Kanakkampalayam, Tirupur-641666	Packaged Drinking Water (other than Packaged Natural Mineral Water)	IS 14543: 2004
5.	6500026905	20170714	M/s. Jaishri Plastics 241-G, Perur Road, Mani Rice Mill Indl. Estate, Kumarapalayam (P.O.), Coimbatore- 641026	Containers for Packaging of Natural Mineral Water and Packaged Drinking Water	IS 15410: 2003
6.	6500027006	20170718	M/s. Kar Pumps Sri Alazhu Amman Engineering 151/1, Ramasamy Layout No 3, Avarampalayam ,Coimbatore-641006	Submersible Pumpsets	IS 8034: 2002
7.	6590000816	20170718	M/s. Kuberalaxmi Thangamaligai Door No. 29, Bungalow Street, Perundurai, Erode-638052	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016
8.	6590000917	20170719	M/s. Kuberalaxmi Thangamaligai Door No. 29, Bungalow Street, Perundurai, Erode-638052	Silver and Silver Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 2112 : 2014
9.	6500027107	20170724	M/s. Arrtech Sheet Metal Fabrication 16/1, Rainbow Industrial Area, Chinnavadapatti, Ganapathy, Coimbatore-641006.	Specification for First-Aid hose-Reel For Fire Fighting	IS 884: 1985
10.	6590001018	20170728	M/s. Varnika Jewellers Site No. 9, NSR ROAD, Saibaba Colony, Coimbatore -641011	Gold and Gold Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 1417 : 2016
11.	6590001111	20170731	M/s. Varnika Jewellers Site No. 9, NSR ROAD, Saibaba Colony, Coimbatore -641011	Silver and Silver Alloys, Jewellery/ Artefacts- Fineness and Marking	IS 2112 : 2014

[No. CMD/13:11]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1968.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
जुलाई 2017 - शून्य				

[सं. सीएमडी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st August, 2017

S.O. 1968.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
JULY 2017 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1969.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के विनियमन 5 के उपविनियमन (6) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न विवरण वाले लाइसेंसों को उनके आगे दर्शाई गई तारीख से रद्द/स्थगित कर दिया गया है:-

अनुसूची

क्र. सं.	लाइसेंस सं सी एम/ एल-	लाइसेंसधारी का नाम व पता	स्थगित किए गए/ रद्द किए गए लाइसेंस के अंतर्गत वस्तु/ प्रक्रम सम्बद्ध भारतीय मानक का शीर्षक	रद्द होने की तिथि
अगस्त 2017 - शून्य				

[सं. सीएमडी/13 : 13]

टी. कलैवाणन, वैज्ञानिक 'एफ' एवं प्रमुख

New Delhi, the 21st August, 2017

S.O. 1969.—In pursuance of sub-regulation (6) of the regulation 5 of the Bureau of Indian Standards (Certification) Regulations 1988, of the Bureau of Indian Standards, hereby notifies that the licence particulars of which are given below have been cancelled/ suspended with effect from the date indicated against each:

SCHEDULE

Sl. No.	Licence No. CM/L-	Name & Address of the Licensee	Article/ Process with relevant Indian Standard covered by the licence cancelled/ suspension	Date of Cancellation
August 2017 – NIL				

[No. CMD/13 : 13]

T. KALAIVANAN, Scientist 'F' & Head

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1970.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार जैट एअरवेज ई. प्रा. लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या 1/04 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-11012/27/2004-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 14th August, 2017

S.O. 1970.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/04 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Jet Airways India Pvt. Ltd. and their workmen, received by the Central Government on 03.08.2017.

[No. L-11012/27/2004-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

Present : JUSTICE S .V. S. RATHORE, Presiding Officer

REFERENCE NO. CGIT-1/4 OF 2005

Parties : Employers in relation to the management of
Jet Airways India Pvt.Ltd

And

Their workman (Shamim Y. Shaikh)

Appearances :

For Jet Airways : Mrs. Pooja Kulkarni, Adv.

For the Workman : Shri Vipin B.Kumar, Adv.

State : Maharashtra

Mumbai, dated the 7th July, 2017

AWARD PART-II

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act 1947. The terms of reference given in the schedule are as follows:

“क्या मै. जैट एअरवेज (इ.) प्रा. लिमिटेड के प्रबंधन द्वारा कर्मकार श्री शमीम वाई. शेख आफिस अटेंडेंट की सेवाएँ आदेश दिनांक 25.10.2001 द्वारा बर्खास्त किया जाना विधिवत उचित एवं न्यायसंगत है? यदि नहीं तो कर्मकार किस राहत के पात्र है?”

2. According to the statement of claim the workman Shamim Y. Shaikh joined the first party on 13.12.1993 as office attendant at Amarchand Mansion, Colaba, Mumbai in Sales and Marketing Department. The workman was transferred to the office of the first party at S.M. Centre, Andheri (East) w.e.f. 24.9.1997. The first party prevented the workman from performing his duties w.e.f. 19.6.2001. In newspaper Midday of 6.9.2001 the workman read a notice published by the first party in respect of a chargesheet and enquiry proceedings against him. The workman, with an intention to participate in the enquiry, went to the office of the first party at S.M. Centre on 10.9.2001 at 4.00pm but he was not allowed to enter the premises by the watchman of the first party. The enquiry conducted against the workman was never legal, fair and proper and the findings recorded by the Enquiry Officer are perverse. Moreover, the punishment awarded to the workman is unduly harsh and disproportionate. The workman has, therefore, prayed that he be reinstated with full back wages and continuity of service.

3. According to the written statement filed by the first party the workman was employed as office attendant w.e.f. 1.5.1994. The workman was relocated as office attendant in the Flights Operations Department, Mumbai on 18.6.2001 and he was asked to report to Manager (Technical Training.) However, the workman refused to accept the said letter. The said letter was, therefore, sent to the workman at his residential address by registered AD as well as under certificate of posting on the same day but the workman refused to accept the letter sent by registered AD. The workman continued to remain absent from work w.e.f. 19.6.2001 without assigning any reason and, therefore, the first party vide letter dated 5.7.2001 called upon the workman to immediately report for duty at the changed location i.e. Flight Operations Department and he was also called upon to submit his explanation in writing for his unauthorised absence. The said show cause notice was sent to the workman by registered AD but the same returned undelivered with the remark “Refused”. A chargesheet was then issued against the workman on 25.7.2001. The chargesheet was sent to the workman by registered AD but the envelope returned undelivered with the remark “Refused”. A departmental enquiry was conducted on 6.8.2001 but the Enquiry Officer did not proceed with the enquiry and adjourned the enquiry to 16.8.2001. Again the Enquiry Officer did not proceed with the enquiry ex parte and adjourned the enquiry to 28.8.2001. The Enquiry Officer again adjourned the enquiry to 10.9.2001 since the workman refused to accept serviced of any communication sent to him by registered AD, therefore, the first party published a notice in the daily newspaper Midday in its issue dt.6.9.2001 but the workman did not attend the enquiry. The Enquiry Officer held the workman guilty of the charges levelled against him. The Competent Authority after perusal of the entire material on record concurred with the findings of the Enquiry Officer and awarded the punishment of dismissal from service w.e.f. 24.10.2001. The first party has denied all the allegations narrated in the statement of claim. According to the written statement the workman is not entitled to any relief.

4. During first part of the Award, affidavit of evidence of the workman Shamim Y. Shaikh was filed on behalf of the workman. While dealing with the Issues No. 1 and 2 in the first party of the Award, the Tribunal reached the conclusion that there is no evidence of rebuttal on the point that the workman was prevented from attending the enquiry proceedings and on the basis of the same, it was held that the enquiry against him cannot be said to be fair and proper and this Tribunal opined that the findings of the Enquiry Office are perverse. The first party was given an opportunity to prove the charges against the workman, by leading evidence before this Tribunal. In compliance of the same, the affidavit of Rajesh Jagadish Muley, Manager, HR dated 1.8.2014 was filed alongwith supporting documents and the workman also filed his affidavit dated 2.6.2015. No documentary evidence was filed on behalf of the workman. However, on behalf of the management, the entire enquiry proceedings alongwith the original registered/UPC letters which were sent to the workman which returned with the remark ‘Refused’ have also been filed.

5. Learned counsel for the workman has argued that in this case, the workman was prevented from attending the enquiry proceedings and also from joining the duty. Therefore, the proceedings were held to be perverse. Apart from it, it is admitted fact that Standing Orders applies to the service of the workman and in compliance said order neither the enquiry officer was notified nor the Appellate Authority was notified which has prejudiced the interest of the workman. It has also been argued that the charge against the workman was of habitual absence but there is virtually no evidence that he was habitual absentee. The allegation against him was only for one absence and one absence howsoever long it may be, it cannot be termed as habitual absence. He has argued that show cause notice was issued

on 5.7.2001 and chargesheet was issued on 25.7.2001 and he was dismissed vide order dated 24.10.2001. He has also argued that first part of the Award was challenged by the Management by filing writ petition No. 98/2013, which was dismissed by the Hon'ble High Court vide judgement dated 18.3.2013. It has also been argued that the termination order was passed by the Area Manager and not by the General Manager, therefore, the order of termination was passed by an authority which was lower in rank to the appointing authority who was the General Manager. He has also argued that the contents of paragraph 11, 13, 14 and 16 of the workman's affidavit have not been rebutted and no evidence has been led to prove the charge. The witness produced in support of the case of the management was not aware of any fact because he joined service after the dismissal of the workman in the year 2006, therefore, his evidence has no evidentiary value. Learned counsel for the workman has also argued that in this background, the workman deserves to be re-instated with full back wages in the alternative, he has argued that even if the case of the management is taken to be proved, for arguments sake only, even then the punishment of dismissal from service was disproportionate to his misconduct which was his first time absence for a short period.

6. On behalf of the first party, it has been argued that the workman has not filed his appointment letter to show that the General Manager is Appointing Authority. It has been argued that in the affidavit of evidence the workman has stated about several letters sent to the company including the Chairman of the Company but not even a copy of single such letter has been filed in support of his assertion. The Company made all efforts to inform him about this date, place and time of the enquiry but he refused to accept the registered letters and such refusal goes against him to show that he did not participated in the enquiry deliberately, therefore, he cannot at this stage take an excuse that he was not permitted to participate in the enquiry. It has also been argued that in the cross-examination, the workman has made certain statements which were absolutely contrary to his stand taken in his first affidavit. It has also been argued that even if the Court reaches the conclusion that the punishment awarded to the workman is disproportionate even then, the workman may be reinstated but he shall not be entitled for back wages because it has nowhere been pleaded that he remained unemployed during the entire period after his dismissal.

7. Now the argument advanced by the counsel for the parties shall be considered in the background of the evidence and the documentary evidence available on record.

8. The workman in his evidence has admitted that he has not given his complete address in the affidavits but in his cross-examination he has admitted that the addresses mentioned in the envelopes which have been filed and proved by MW-1 bears his correct address. Most of the letters which were sent through registered post were received back with the remark 'refused'. However, subsequent three letters have been received with the remark 'left' or no such person reside on such address. He in his cross-examination has also admitted that he was re-located to Flight Operations at Chemtex Building vide letter dated 18.6.2001 and he did not report to duty there. However, he has also stated that the said transfer order was not communicated to him. He has also admitted that he never went to Chemtex Building Office during the entire period of his alleged absence.

9. The management witnesses has deposed before this Tribunal only on the basis of the documents. He was not even in the service of the first party at the time when the entire incident and dismissal took place. He joined service in the year 2006 i.e. much after the date of dismissal which was in the year 2001.

10. In this case no other witness was produced on behalf of the management. The submission of the learned counsel for the workman is that Santosh Chalke the Area Manager and Surendra Kripal are still in the service of the management and these persons were the best witness to support the case of the administration but they have been deliberately withheld. Therefore, the evidence of MW-1 cannot be relied upon because the management has withheld the best evidence which was in the form of the other two witnesses mentioned above.

11. So far as the service of different notices through registered post is concerned law is settled that such communication has to be considered sufficient personal service when it is received back with the remark refused/left. On this point reference may be made to the following pronouncements.

Madan and Co. vs. Wazir Jaivir Chand (Reported in AIR 1989 Supreme Court 630-Supreme Court). In paragraph 6 Hon'ble Apex Court has opined as under.

"If we interpret the provision as requiring that the letter must have been actually delivered to the addressee, we would be virtually rendering it a dead letter. The letter cannot be served where, as in this case, the tenant is away from the premises for some considerable time. Also, an addressee can easily avoid receiving the letter addressed to him without specifically refusing to receive it. He can so manipulate matters that it gets returned to the sender with vague endorsements such as "not found", "not in station", "addressee has left" and so on. It is suggested that a landlord, knowing that the tenant is away from station for some reasons, could go through the motions of posting a letter to him which he knows will not be served. Such a possibility cannot be excluded. But, as against this, if a registered letter addressed to a person at his residential address does not get served in the normal PG NO 990 course and is returned, it can only be attributed to the addressee's own conduct. If he is staying in the premises, there is no reason why it should not be served on him. If he is compelled to be away for some time, all that he has to do is to leave necessary

instructions with the postal authorities either to detain the letters addressed to him for some time until he returns or to forward them to the address where he has gone or to deliver them to some other person authorised by him. In this situation, we have to choose the more reasonable, effective, equitable and practical interpretation and that would be to read the words "served" as "sent by post", correctly and properly addressed to the tenant, and the word "receipt" as the tender of the letter by the postal peon at the address mentioned in the letter. No other interpretation, we think, will fit the situation as it is simply not possible for a landlord to ensure that a registered letter sent by him gets served on, or is received by, the tenant."

In the case of *Alavi Haji vs. Palapetty Muhammed and Anr.* 2007 AIR SCW 3578-Supreme Court in paragraph 14 Hon'ble Apex Court observed as under.

"Section 27 gives rise to a presumption that service of notice has been effected when it is sent to the correct address by registered post. In view of the said presumption, when stating that a notice has been sent by registered post to the address of the drawer, it is unnecessary to further aver in the complaint that in spite of the return of the notice unserved, it is deemed to have been served or that the addressee is deemed to have knowledge of the notice. Unless and until the contrary is proved by the addressee, service of notice is deemed to have been effected at the time at which the letter would have been delivered in the ordinary course of business. This Court has already held that when a notice is sent by registered post and is returned with a postal endorsement "refused" or "not available in the house" or "house locked" or "shop closed" or "addressee not in station", due service has to be presumed. [Vide *Jagdish Singh v. Natthu Singh*, AIR 1992 Supreme Court 1604; *State of M.P. v. Hiralal & Ors.*, (1996)7 SCC 523 and *V. Raja Kumari v. P. Subbarama Naidu & Anr.* 2004(4) RCR(Criminal) 933 : 2005(1) Apex Criminal 58 : (2004)8 SCC 774]. It is, therefore, manifest that in view of the presumption available under Section 27 of the Act, it is not necessary to aver in the complaint under Section 138 of the Act that service of notice was evaded by the accused or that the accused had a role to play in the return of the notice unserved." 1992 AIR SCW 1747 2004 AIR SCW 6344.

In the case of *New Globe Transport Corporation v. Magma Shrachi Finance Ltd* AIR 2011 Calcutta 72 Hon'ble Calcutta High Court in paragraph 11 has observed as under.

"The learned Arbitrator sent the award in an envelope by register post with acknowledgment due card on 8th August, 2008 which returned with postal endorsement 'Not Claimed'. The envelop is sufficiently stamped. The petitioner is receiving letters and correspondences at the said address and it was not case of the petitioner that the office was closed or for any other reason the envelop was not received by their office. Subsequent letters and correspondences all were received from the same address. Accordingly there should not be any doubt to presume that the envelop which was sent at the office of the petitioner, was in fact tendered by the postman at the same address but the same has not been accepted. Mr. Bose cited a judgment deliver by the Division Bench of this Hon'ble High Court in case of *Arun Banerjee & Ors. versus Baidya Nath Mullick & Ors.* reported in 2008 volume 3 Calcutta Law Times High Court 338 wherein the Hon'ble Division Bench have held that "The notice was sent on behalf of the plaintiffs to the original defendant under registered post with A/D and the same was returned with the postal endorsement 'Not Claimed', which is tantamount to a good service. The notice itself has validly terminated his tenancy with the end of the month of May, 1979 and the same appears to be legal, valid and sufficient."

12. Admittedly, the workman has not reported to the place of his relocation i.e. Chemtex Building during the period of his entire absence but his defence is that the said re-location order was not communicated to him and he continuously went to joint his duties in the office at S.M. Centre where he was not permitted to enter the office. In this case, the show cause notice for absence was issued on 5.7.2001. The workman was chargesheeted on 25.7.2001 and the dismissal order was passed on 24.10.2001. Admittedly, the workman has not participated in the enquiry but as stated earlier, efforts on behalf of the management were made to inform him about the date, time and place of the enquiry. So after refusal of the registered post, he cannot take the stand that he was not aware of the enquiry proceedings. When Award Part-I was passed by this Tribunal, these documents were not on record. Here it is pertinent to mention that the witness in his cross-examination has admitted that his address on the envelope is correct but the last three envelopes were returned with the remark "no such person resides" on the said address or with the remark "left". So virtually these remarks appears to be manipulated. Admittedly, the workman was living on the said address. So now the workman in these background cannot take a defence that he was not aware of the enquiry proceedings. His main defence is that he was physically prevented from taking part in the said enquiry proceedings and also to join his duties. He has given evidence on this point. In the first part of the Award it was the finding of this Tribunal that there was no evidence to the contrary that he was not prevented from attending the office or he was not prevented physically to take part in the enquiry proceedings. This fact still remains unrebutted because the evidence of management witness Rajesh Jagdish Muley on this point cannot be treated to be at all relevant evidence because admittedly he was not even in the employment of the management at the relevant time. Whether the workman was physically prevented from attending the enquiry proceedings or joining the duties or not, can be deposed only by the persons who were present there at the

relevant time. There cannot be any record to this effect and this witness has given evidence only on the basis of the record. So the point that the workman was physically prevented from joining the duties still remains unrebutted in the second part. When the evidence of the workman that he was prevented physically from joining his duties remains unrebutted that question to prove his absence from duty cannot be decided against him. It is true that the workman in his cross-examination has admitted that he was re-located vide order dated 18.6.2001. MW-1 Rajesh Jagdish Muley has filed some documents alongwith his affidavit of evidence. Ex.M-11 is the re-location order dated 18.6.2001. Another letter Ex.M-11 has been filed which is also dated 18.6.2001. It has been sent by Santosh Chalke, Area Manager at his address to the workman. This letter reads as under.

“Mr. Shaikh,

We refer to the letter dated June 12, 2001 advising relocation of your services with the immediate effect. The said letter was offered to you by the undersigned in his office at about 1715 hrs, after reading over and explaining the contents of the same to you. However, you refused to accept the said letter after knowing and understanding contents of the same.

Therefore, the said letter is being sent to you along with this letter by Registered A.D. Post as well as a copy of the same ‘Under Certificate of Posting’.

Perusal of this letter shows that the order advising re-location of service was offered to the workman on June 12, 2001 but no such letter or order dated 12.6.2001 has been filed on behalf of the management. It also appears to be doubtful that when the order of re-location was passed on 18.6.2001 what was the need and urgency on the same date to send such a letter by the Area Manager. This letter itself shows that the re-location order was not served on the workman and in absence of the letter dated 12.6.2001, as mentioned in Ex.M-11, it cannot be said that the workman was aware of his re-location order. In absence of any information about his re-location if he went to join duty at S.M.Building and was physically prevented from joining his duties there, then his absence from duty cannot be proved. Letter dated 5.7.2001 Ex.M-12 sent by Santosh Chalke, Area Manager also shows that the order dated 18.6.2001 was not communicated to the workman. In this letter, it is mentioned that the workman has declined to receive the order dated 18.6.2001 and there is no mention of any order of re-location dated 12.6.2001. Therefore, even in the second part, the management has failed to prove its charge against the workman. Accordingly, the workman is entitled to the relief.

13. The question of not notifying the Disciplinary Authority and Appellate Authority loses all its significance as the enquiry is being conducted by the Tribunal.

14. The ground that he was dismissed by Area Manager and not by General Manager has also become meaningless as the workman has not filed his appointment letter showing that he was appointed by General Manager. Apart from it, there is evidence to the effect that General Manager, Manager HR and Area Manager are competent to make appointment.

15. Now coming to the relief, it has been argued on behalf of the management that the workman has nowhere pleaded at any stage either in his statement of claim or in his affidavit of evidence that he remained unemployed after his dismissal from service. Therefore, back wages cannot be granted in his favour. On this point, learned counsel for the management has placed reliance on the pronouncement of the Hon’ble Delhi High Court in the case of Thankur Singh Rawat and Ors. Vs Jagjit Industries Ltd (2006) 1 LLJ 775 Del. Attention of this Tribunal was drawn towards the following part of this judgement.

“The Courts have held that full back wages can be denied to the workman if the workman was gainfully employed during the course of his unemployment arising out of the illegal termination of his services. It is also a settled law that it is for the management to prove that workman was gainfully employed during the period from his illegal termination to reinstatement. The onus is always on the management to prove the fact. However, in the present case, the workman is totally silent about the fact whether he was unemployed during the period of his illegal termination to the date of order. It was for the workman to assert the said fact in his statement of claim as well as affidavit. Perusal of record reveals that workman has nowhere stated that he was unemployed during the course of his unemployment. In my opinion, without such assertion, the management is not supposed to prove the fact that workman was gainfully employed. Had the workmen pleaded such fact before the Court, the onus certainly was on the management to prove otherwise.”

If the workman does not even plead that he was unemployed is the management then required to plead the state of employment of the workman? The Labour Court says 'No' and the writ Court accepts this answer. It is to be noted that the state of employment or unemployment of the workman is within the special knowledge of the workman and therefore it should be his first duty to make an assertion that he was unemployed. Having so asserted in his statement of claim he may even state on oath about his state of unemployment for nothing more is required to prove his side of the case. It will then be for the management to assert or prove if the workman was at all employed.”

16. The aforementioned pronouncement of the Hon'ble High Court of Delhi applies with full force in the facts of the instant case. There is not even a single word either in the statement of claim or in the affidavits filed by the workman that he remained unemployed. His employment was a fact which was within the exclusive personal knowledge of the workman and in view of the provisions of Section 106 of the Indian Evidence Act the burden to prove such facts which are within the personal knowledge of a person lies on such person. Since no such averment of statement has been made so workman is not entitled to the full back wages. But definitely the workman is entitled to some damages as he has suffered because of his wrong dismissal from service. In the considered opinion of the Court, 15% of back wages would meet the ends of justice. Accordingly, the order of dismissal from service of the workman was not in accordance with law. The workman shall be reinstated in service without delay with continuity in service only for the purpose of fixing his present wages. However, he shall not be entitled for back wages during the period from date of his absence till the date of his reinstatement. However, as damages, he shall be paid only 15% of his back wages.

17. Reference is answered accordingly.

Justice S. V. S. RATHORE, Presiding Officer

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1971.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डेल्टा एअरलाइन्स के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/32 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-11012/22/2004-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th August, 2017

S.O. 1971.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/32 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Delta Airlines and their workmen, received by the Central Government on 03.08.2017.

[No. L-11012/22/2004-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M. V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/32 of 2005

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/S. DELTA AIRLINES INC.

The General Manager-India
M/s. Delta Airlines Inc.,
Leela Gallery, 6th floor
Andheri Kurla Road
Andheri (East)
Mumbai 400 059.

AND

THEIR WORKMEN

Shri Kuldeep Singh
New Heaven Co-op. Hsg. Soc. Ltd.
1/72:1:2, Palm Beach Road
Sector-4, Nerul
Navi Mumbai 400 706.

APPEARANCES :

FOR THE EMPLOYERS : Mr. Sunil Shroff, Advocate

FOR THE WORKMAN : Mr. Umesh Nabar, Advocate

Mumbai, dated the 29th May, 2017.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-11012/22/2004-IR (C-I), dated 14.12.2004 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“क्या मैसर्स डेल्टा एअरलाइंस के प्रबंधन द्वारा कर्मकार श्री कुलदिप सिंह, वरिष्ठ सेक्युरिटी एजेंट को ज्ञापन दिनांक 16-12-2003 द्वारा सेवाच्युत किया जाना विधिवत, न्यायोचित एवं सही है? यदि नहीं तो कर्मकार किस राहत के पात्र हैं ?”

2. After receipt of the Reference, notices were served on both the parties. Second party Workman filed his Statement of Claim vide Ex-7. First party resisted the Statement of claim of Workman by filing their Written Statement (Ex-9). My Ld. Predecessor framed issues at Ex-12. Both parties led their evidence and matter was fixed for filing Written Arguments by both parties. Meanwhile Legal heirs of deceased workman were taken on record.

3. Today both parties appeared before this Tribunal along with their respective legal representatives. Legal heir of second party/ workman filed application (Ex-43) praying to dispose of the Reference as they have settled the dispute fully and finally with M/s. Delta Airlines and they do not wish to pursue the reference. Orders were passed on Ex-43. Accordingly I pass the following order:

ORDER

Reference is disposed of as withdrawn.

Date: 29.05.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1972.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एअर इण्डिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या कम्प्लेंट सं. एनटीबी-13 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th August, 2017

S.O. 1972.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Comp. NTB-13 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Air India Ltd. and their workmen, received by the Central Government on 03.08.2017.

[No. L-20013/2/2017-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI**

Present : JUSTICE S. V. S. RATHORE, Presiding Officer

COMPLAINT NTB-13 OF 2003

Parties :

1. Indian Pilots Guild	:	Complainant
2. Vikrant Sansare		
3. Kenneth Khan		

Vs.

Air India Ltd. : Opp. Party

Appearances :

For the Applicant : Shri.Lancy D'Souza, Management Representative.

For the Opposite Party : Absent

State : Maharashtra

Mumbai, the 08th day of June, 2017**AWARD**

1. In this case, an application has been moved by the complainant for withdrawing the above complaint. There is an endorsement of "No Objection" of the opposite party. It is mentioned in this application that Air India has now given recognition to the Union and, therefore, the disputes are being discussed with the respondent and may be mutually settled and prayer has been made that the above complaint may be disposed of as withdrawn. There is a verification of the Vice-President of the Indian Pilots Guild to this application.

2. Accordingly, this complaint is hereby dismissed as withdrawn.

Justice S. V. S. RATHORE, Presiding Officer

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1973.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एअर इण्डिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, मुम्बई के पंचाट (संदर्भ संख्या कम्प्लेंट सं. एनटीबी-11 ऑफ 2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-20013/2/2017-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th August, 2017

S.O. 1973.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. Comp. NTB-11 of 2003) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of Air India Ltd. and their workmen, received by the Central Government on 03.08.2017.

[No. L-20013/2/2017-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 MUMBAI****Present :** JUSTICE S. V. S. RATHORE, Presiding Officer**COMPLAINT NTB-11 OF 2003**

Parties : 1. Indian Pilots Guild : Complainant
2. Vikrant Sansare
3. Kenneth Khan

Vs.

Air India Ltd. : Opp. Party

Appearances :

For the Applicant : Shri Lancy D'Souza, Management Representative.

For the Opposite Party : Absent

State : Maharashtra

Mumbai, the 08th day of June, 2017

AWARD

1. In this case, an application has been moved by the complainant for withdrawing the above complaint. There is an endorsement of “No Objection” of the opposite party. It is mentioned in this application that Air India has now given recognition to the Union and, therefore, the disputes are being discussed with the respondent and may be mutually settled and prayer has been made that the above complaint may be disposed of as withdrawn. There is a verification of the Vice-President of the Indian Pilots Guild to this application.

2. Accordingly, this complaint is hereby dismissed as withdrawn.

Justice S. V. S. RATHORE, Presiding Officer

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1974.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पवन हंस हेलिकाप्टर लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/1 ऑफ 2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-11012/48/2015-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th August, 2017

S.O. 1974.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/1 of 2016) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of M/s. Pawan Hans Helicopter Limited and their workmen, received by the Central Government on 03.08.2017.

[No. L-11012/48/2015-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT : M. V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/1 of 2016

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

M/S. PAWAN HANS HELICOPTERS

The General Manager (P & A) & IS
M/s. Pawan Hans Helicopters Ltd.
C-14m, Sector-I Noida
Distt. Gautam Budh Nagar
Uttar Pradesh 201 301

AND

THEIR WORKMEN

The President
Pawan Hans Pilot's Guild
Operation Department, Pawan Hans Ltd.
Juhu Aerodrom, S.V. Road
Vile Parle (W)
Mumbai 400 056

APPEARANCES:

FOR THE EMPLOYER : No appearance

FOR THE UNION : No appearance

Mumbai, the 19th June, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-11012/48/2015-IR (CM-I), dated 11.12.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the claim of applicant, Capt S.S. Kotharia for fixed emolument of Rs.69000/- p.m. for the period from 19.01.2013 to 31.7.2013, whether applicant is entitled for 15 days salary not paid during the month of Feb 2013 whether the applicant is entitled for reinstatement and back wages w.e.f. 25.7.2014 and whether the termination of service w.e.f. 25.7.2014 is legal and justified? To what relief the applicant is entitled to ?”

2. After receipt of the Reference, notices were served on both the parties. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Orders were passed on Ex-1. Accordingly I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 19.06.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 14 अगस्त, 2017

का.आ. 1975.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एअर इण्डिया लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/31 ऑफ 2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 03.08.2017 को प्राप्त हुआ था।

[सं. एल-11012/123/1999-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 14th August, 2017

S.O. 1975.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 2/31 of 2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the management of Air India Ltd. and their workmen, received by the Central Government on 03.08.2017.

[No. L-11012/123/1999-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI**

PRESENT : M. V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/31 of 2000

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

AIR INDIA LIMITED

The Managing Director
Air India Ltd.
Air India Building
Nariman Point
Mumbai-400021.

AND

THEIR WORKMAN

Mr. D.N. Vinjuda
B-18, Mahalaxmi
B.N. Rathod Marg
Tulsiwadi
Mumbai 400 034.

APPEARANCES :

FOR THE EMPLOYER : Mr. L.L. D'Souza, Representative

FOR THE WORKMAN : In person

Mumbai, the 12th May, 2017

AWARD PART-II

1. The Government of India, Ministry of Labour & Employment by its Order No.L-11012/123/99 -IR (C-I) dated 07/03/2000 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Air India Ltd., Mumbai in dismissing the services of Mr. D.N.Vinjuda, Sr. Handyman w.e.f. 11.12.1997 is legal and justified? If not to what relief is the workman concerned entitled?"

2. After receipt of the reference notices were issued to both the parties. In response to the notice the second party workman filed his statement of claim at Ex-9. According to the workman he is permanent employee of the first party recruited on 12/10/1982 as a Sweeper, Inflight Service Department, Mumbai. In 1990 he was promoted as Sr. Handyman (Safai) and was confirmed in the post. On 27/10/1993 he had gone to Dubai as a passenger by purchasing regular ticket to purchase a colour TV and clothes. After three days he returned back. He collected the amount by encashing his savings certificate and pledging ornaments of his wife and some amount out of his savings. He returned on 31/10/1993. He paid customs duty on the goods he had imported. Same day evening at about 6.00 p.m. some officers from AIU came to his house and started questioning him. They became violent and started assaulting him in presence of wife and children. They then took him to the customs office and obtained his signature on the documents. They had also brought Mr. Solanki with them. They had taken search of his house. Nil *Panchnama* was prepared. They had obtained signature of his wife without reading the contents. Nothing was recovered from his house. However they have falsely shown that some gold bars were found in the cupboard. Three days thereafter the workman was arrested under some false charges. The workman was put under suspension by order dt.12/11/1993 with immediate effect. A charge sheet was issued to him dated 23/02/1994 alleging that during search in presence of Mr. L.R. Solanki, 92 gold bars of different makings were found in the locker of steel cupboard. It was alleged that the workman had concealed the gold bars in comode of first class and was charged for misconduct for breach of law, dishonesty with employers business and for act of subversive of discipline. He requested the first party not to initiate inquiry until he received the copies of the papers from Customs Department. However his request was turned down.

3. According to him the joint inquiry was commenced against he himself, Shri Godambe, Assistant Cabin Supervisor, and Shri L.R. Solanki, Handyman. He filed his reply. However he kept his right open to file a detailed reply after receipt of papers from Customs Office. The committee refused to bring the *panch* witnesses Mr. Shrivatsan Iyengar and Surendra Chouhan and bring as their own witnesses. E.C. under the guise of clarification helped the management story by knocking out favourable answers from the witnesses. According to him Mr. Solanki and he told before the Inquiry Committee that the *panchnama* was prepared in the office and no gold bar was recovered from his house. He has not brought any gold from Dubai and no gold was recovered from house. There was no first class toilet in the airbus he had travelled. There was no report of contraband rules in aircraft. The inquiry conducted was an empty formality. It was not conducted as per the rules and regulations. The inquiry was not conducted with open mind and EC sought clarification from the witnesses before cross-examination. The *panchnama* is a fabricated document. There is violation of natural justice in conducting the inquiry. The findings of the Inquiry officer are perverse. There is no evidence that the gold bars were found in the house of the workman. The inquiry is not fair and proper and findings of the IO are perverse. On the basis of report of IO the workman was dismissed from service. Therefore workman has raised the industrial dispute before ALC (C). As conciliation failed, on the basis of the report of ALC(C), the Labour Ministry has sent the reference to this Tribunal. The workman therefore prays that the inquiry be declared not fair and proper. The findings of the IO be declared perverse. His punishment of termination be set aside and he be directed to be reinstated in service with full back wages.

4. The first party resisted the statement of claim of the workman vide its Written statement at Ex-11. According to them the Customs Intelligence Officers with search warrant, took search of residence of the workman in presence of

two *panchas*. During search, in the cupboard locker the customs officers recovered two cloth bundles. On examination thereof they found 92 gold bars of 10 *tolas* each weighing totally 10,727.2 grams valued at Rs.38,56,421/- in international monetary value and Rs. 48,70,140/- in local monetary value. The gold was seized under *panchnama*. The workman confessed to have given the gold bars by Shri L.R.Solanki and Mr. S.V. Godambe working in the catering/cabin service of the Airline. The workman has travelled as passenger and smuggled the gold into India. Therefore he was arrested along with others and apart from criminal case, departmental inquiry was initiated against them. The workman was allowed to represent by defence counsel of his choice. He was given full and fair opportunity to defend his case. He was also offered an opportunity to lead evidence in his defence. The committee found the workman guilty of the all the charges leveled against him as they were based on evidence adduced by the Inquiry Committee. The punishment is proportionate to the misconduct which is grave and sensitive in nature. According to them the contents in the statement of claim are false. The reference is devoid of merit. They denied all the allegations in the statement of claim and submitted that the workman is not entitled to any relief prayed for and therefore prays that the reference be dismissed with cost.

5. The workman filed his rejoinder at Ex-12. He denied the contents in the written statement and reiterated his case put up in the statement of claim.

6. This Tribunal has passed Award Part – I on 15.07.2013 and held that the domestic enquiry held against the workman was as per principles of natural justice and the findings of the Inquiry officer are not perverse. This tribunal therefore directed the parties to argue / lead evidence on the point of quantum of punishment.

7. Second Party Workman did not adduce any evidence on the issues relating to quantum of punishment and therefore his evidence was closed. First Party Company has not also adduced evidence. Second Party Workman has not submitted any written notes of arguments. First Party Company has filed written notes of arguments Ex.41.

8. In view of that, the following are the issues for my determination and I have recorded my findings thereon for the reasons to follow:

Sr. No.	Issues	Findings
1.	Whether the action of the management of Air India Ltd., Mumbai in dismissing the services of Mr. D.N. Winjuda w.e.f. 11.12.1997 is legal and justified ?	Yes
2.	If not, what relief the workman is entitled to ?	No
3.	What order ?	As per final order

REASONS

Issue No. 1:-

9. It appears that the second party workman joined the services as a Sweeper in the Inflight Service Department w.e.f. 12.10.1982. Thereafter he was employed as Senior Handyman. Enquiry was conducted on the allegations that during the search made by the Customs Intelligence Officers at the residence of second party workman on 31.10.1993 the Customs officers recovered two cloth bundles containing 92 rectangular shaped gold bars of ten tolas each weighing totally 10,727.2 grams valued at Rs.38.56 lakhs in the international market and Rs.43.70 lakhs in the local markets. From the observations of this tribunal in Award Part – I, the fact is deposed before the Inquiry officer by the witnesses examined before the Inquiry officer. The Commissioner of Customs, Sahar Airport has also confiscated 92 gold bars worth Rs.38,56,421/- under section 3 (d) (1) of Customs Act, 1962. Commissioner of Customs also imposed penalty of Rs.3 lakhs to each Shri L.R. Solanki, Shri S.V. Godambe and the workman under section 112A & B of the Customs Act. Statement of the concerned workman was recorded before the Customs officials under section 108 which is admissible even in criminal trials so also the departmental proceedings in which they admitted the charge of smuggling. As such it is held that the findings of the Inquiry officer are based on evidence.

10. Section 11 of the I.D. Act, 1947 has granted powers to the tribunal to interfere with the punishment imposed by employer if the tribunal is satisfied on the point that the punishment is not justified. But then the tribunal can interfere with the decision of the management under section 11A of the act only when it is satisfied with the punishment imposed by the management is wholly disproportionate to the degree of guilt of the concerned workman. In the decision in case of Life Insurance Corporation of India V/s. Dhandapani, AIR 2006 (SC 615) it is held that the said power of the tribunal under section 11A of the act has to be exercised judiciously and mere use of the word “disproportionate” or “grossly disproportionate” will not be sufficient. Though under Section 11 A the Tribunal has

power to reduce the quantum of punishment. It is to be done within the parameters of law. Possession of power itself is not sufficient. It has to be exercised in accordance with law. In view of this legal position it is to be seen whether punishment imposed by the employer is wholly disproportionate to the degree of guilt of the concerned workman or not?

11. Second party workman was held guilty after due enquiry of the following charges.

- a) Breach of law applicable to the establishment
- b) Dishonesty in connection with the employer's business and,
- c) Act subversive of discipline.

12. The acts of misconduct as alleged is proved against the second party workman for which he was also imposed the penalty of Rs.3 lakhs by the competent authority under the Customs Act. It cannot be treated as misconduct of minor or a technical nature. The said misconduct is grave and serious misconduct.

13. I say so because the act of smuggling from the aircrafts belonging to the first party company is serious misconduct and it is also an offence against the state. The disciplinary authority in its order of punishment dated 17.10.1997 has observed as under:

“The misconduct for which Mr. Vinjuda has been proved guilty by the enquiry committee is a extremely serious misconduct. The workman is working in the Catering Cabin Services Section, Mumbai Station, which is a very sensitive area having direct access to runways, tarmacs, aircrafts, etc. By indulging in the act of smuggling, which has been proved beyond doubts, the workman has lost confidence of the Management for employment for the said job. The workman has also not brought out any mitigating or extenuating circumstances which would warrant a lesser punishment in his reply dated March 04, 1997.

In view of the above, I hereby award him the punishment of dismissal from services of the Company in accordance with clause 14 (4) (c) of the Model Standing Orders (C).”

14. In view of that it can be said that the disciplinary authority while imposing punishment of dismissal of the concerned workman has considered the aspect as regards the grave misconduct of the concerned workman. Even it has been considered that the workman has not brought out any mitigating or extenuating circumstances which would warrant lesser punishment. Herein in the instant reference also the concerned workman has not adduced his evidence point of quantum of punishment to show the mitigating circumstances.

15. In view of that I find that the punishment imposed on the second party workman of dismissal from services is just and proper and the same does not warrant any interference under Section 11 A of the I.D. Act. I find that the action of the management in dismissing the services of the concerned workman is legal and justified. This issued is therefore answered accordingly.

Issues Nos. 2 & 3 :-

16. In view of my findings to Issue No.1, the workman is not entitled to any relief. Reference is liable to be rejected. Thus the order:

ORDER

The Reference is rejected with no order as to costs.

Dated: 12.05.2017

M. V. DESHPANDE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1976.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ महाराष्ट्र के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 62/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/3/2009-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1976.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Bank of Maharashtra and their workmen, received by the Central Government on 16.08.2017.

[No. L-12012/3/2009-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/62/2009**

Shri Jethu Ram Lahre,
S/o Khedu Ram Lahre, Former Daftri,
Sub Staff, Bank of Maharashtra,
R/o Village Purena,
PO Ravigram,
Tehsil & Distt. Raipur

...Workman

Versus

Branch Manager,
Bank of Maharashtra,
Byron Bazar Branch,
Raipur

...Management

AWARDPassed on this 15th day of May, 2017

1. As per letter dated 15-5-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/3/2009-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of Maharashtra in awarding punishment of compulsory retirement from services to Shri Jethu Ram Lahre vide order dated 14-6-06 of the management is legal and justified? What relief the workmen is entitled to?”

2. After receiving reference, repeatedly notices were issued to Ist party workman. Since the year 2009, workman failed to appear and participate in reference proceeding. He has not filed statement of claim. Ist party is proceeded ex-parte on 17-2-17. Case was fixed for ex parte Written Statement.

3. Management engaged Advocate Dr.Eknath Jyothishi. He has also failed to appear. No Written Statement is filed by 2nd party management. Matter is proceeded without Written Statement.

4. Both parties have failed to participate in reference proceeding therefore no dispute award is passed.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1977.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 41/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/83/2006-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1977.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 16.08.2017.

[No. L-12012/83/2006-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

NO. CGIT/LC/R/41/2007

Shri Dukh Ram Yadav,
S/o Shri Alla Ram Yadav,
Village Khurdi, PO Dudedra,
Thane Arjunda, Tehsil Gunderdehi,
Durg (CG)

...Workman

Versus

Regional Manager,
Dena Bank, Regional Office,
Rukmini Bhawan,
Near Jai Ram Complex,
Raipur (CG)

...Management

AWARD

Passed on this 3rd day of May, 2017

1. As per letter dated 28-5-07 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No. L-12012/83/2006-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Dena Bank, Raipur , Regional Office, Raipur in terminating the service of the workman/ Ex-Messenger Shri Dukh Ram Yadav s/o Shri Alla Ram Yadav w.e.f. June 2001 is legal or justified? If not, to what relief the workman is entitled?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 5/1 to 5/4. Case of workman is that he was initially engaged as messenger in June 1991. He worked to the satisfaction of his superiors. His service record was unblemished. He was engaged for work of balancing account book by Branch Manager, preparing demand notice, making entries in pass book, opening new accounts etc. that he was initially paid Rs.750 per month. From 1995, he was paid Rs.1000 per month, his pay was enhanced to Rs.1100 in 1998 and Rs.1200 pm in the year 2000. He was continuously working from June 91 to 2001. Instead of regularizing his services, he was terminated in June 2001 without assigning any reasons. That he worked more than 240 days during each calendar year, termination of his service amounts to retrenchment under Section 2(oo) of ID Act. His services were terminated violating Section 25-F of ID Act. That he is covered as employee under Section 25 B of ID Act. His services were terminated without notice, retrenchment compensation as not paid to him. Termination of his service is in violation of Section 25-F,G of ID Act. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement opposing claim of workman. 2nd party submits that the term of reference is illegal as workman was not appointed or terminated by 2nd party. Order of reference is vague. Period of employment, nature of work are not shown interference order. 2nd party denies employer employee relationship. Ist party is not covered as workman under Section 2(s) of ID Act. Ist party has not disclosed anything about his engagement by management according to the rules of recruitment. That Government could not decide the disputed questions. It is further submitted that appointment is covered by statutory rules and regulations following prescribed procedure. That Branch Managers are responsible for smooth working of the Bank and providing customer service. Branch Manager had engaged local people on daily wages for casual nature of job. Ist party workman was not sponsored through Employment Exchange. As per the recruitment rules, Regional Manager is competent to appoint the staff considering the age not less than 18 and above 26 years following reservation policy for SC ST etc. Ist party was not appointed issuing the order. he was engaged by Branch Manager when there was temporary increase of casual

nature of work. Workman had not completed 240 days continuous service during any of the year. Engagement of workman was by way of stop gap arrangement in absence of permanent staff. Workman was not appointed or terminated by Bank. It is denied that workman was continuously working from June 91 to 2001. That management had information that workman was gainfully engaged as unskilled labour. 2nd party prays for rejection of claim.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Dena Bank, Raipur, Regional Office, Raipur in terminating the service of the workman/ Ex-Messenger Shri Dukh Ram Yadav s/o Shri Alla Ram Yadav w.e.f. June 2001 is legal or justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. **Point No.1-** The term of reference pertains to legality of termination of services of workman. Ist party workman filed affidavit of his evidence on 26-11-2010 but he remained absent for his cross-examination. His evidence cannot be considered. Document produced by workman Exhibit W-1 is reply submitted by management before RLC. Claim of workman was opposed. Exhibit W-2 is application submitted by workman before RLC. As workman has not appeared for his cross-examination, his evidence cannot be considered.

6. Management on 15-11-16, submitted not to adduce any evidence as such there is no evidence by both sides w.r.t. claim under reference. Workman has failed to support his contentions that he worked continuously for more than 240 days preceding 12 months of termination of his services. Therefore I record my finding in Point No.1 in Affirmative.

7. In the result, award is passed as under:-

- (1) The action of the management of Dena Bank, Raipur, Regional Office, Raipur in terminating the service of the workman/ Ex-Messenger Shri Dukh Ram Yadav S/o Shri Alla Ram Yadav w.e.f. June 2001 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1978.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सैन्ट्रल बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 29/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/14/2005-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1978.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 29/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Central Bank of India and their workmen, received by the Central Government on 16.08.2017.

[No. L-12012/14/2005-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/29/2005**

Smt. Jaisheela Chitriv, wife
 Ku.Vijaya Chitriv, daughter
 Khilendra Chitriv, son- LRs of
 Late Shri Gitender Chitriv,
 S/o Ram Chandra Chitriv, Kokha,
 Dhibar, Post Davali,
 Balaghat (MP)

...Workman/LRs

Versus

Regional Manager,
 Central Bank of India,
 Regional Office, Chitnavisganj ,7
 Narsinghpur Road,
 Chhindwara

...Management

AWARDPassed on this 16th day of June, 2017

1. As per letter dated 25-4-05 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D. Act, 1947 as per Notification No. L-12012/14/2005-IR(B-II). The dispute under reference relates to:

“Whether the claim of Shri Gitendra Chitriv S/o Shri Ram Chandra Chitriv that he was engaged continuously on daily wage basis during the period from 16-11-99 to 6-10-02 by the management of Central Bank of India is correct? If so, whether the action of the management of Central Bank of India in terminating the services of Shri Gitendra Chitriv is legal and justified? If not, to what relief the concerned workman is entitled?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 3/1 to 3/2. Case of workman is that he was employed by management as daily rated employee from 16-11-99. He honestly worked till 8-10-02. His services were discontinued from 8-10-02 illegally. That he continuously worked more than 240 days during each calendar year and acquired status of permanent employee. That his services were discontinued without giving order of termination. He was not given opportunity for defence. He was not engaged in any kind of misconduct. Discontinuation of his services amounts to retrenchment under ID Act. He was not paid retrenchment compensation. Management violated provisions of ID Act while discontinuing his services. Therefore action of the management is illegal and void and deserves to be set-aside. On such ground, workman prays for his reinstatement with backwages.

3. Workman died during pendency of reference, his LRs are brought on record.

4. 2nd party filed Written Statement at Page 6/1 to 6/3 opposing claim of workman. 2nd party submits that workman alleged termination of his service without notice claiming that he worked more than 240 days, claim of workman doesnot constitute the dispute under ID Act. Workman was not appointed by Bank. His engagement on daily wages ends at end of the day. Workman was not working as regular workers. Ist party has suppressed the facts. Ist party was given his pay for his working as casual workers. His services cannot be said as regular worker. Claimant had not continuously worked for 240 days. There was no need to issue notice to the workman or opportunity of hearing was not required. There is no substance in claim of Ist party. Management prayed for rejection of claim of workman.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the claim of Shri Gitendra Chitriv S/o Shri Ram Chandra Chitriv that he was engaged continuously on daily wage basis during the period from 16-11-99 to 6-10-02 by the management of Central Bank of India is correct and whether the action of the management of Central Bank of India	In Negative
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in terminating the services of Shri Gitendra Chitriv is legal and justified?	
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

6. The terms of reference pertains to legality of termination of services of workman as if he was working during the period 16-11-99 to 6-0-02. Workman filed affidavit of his evidence. In his affidavit, workman has stated he was employed by 2nd party sine 16-11-99 till 6-10-02. His services were discontinued on 8-10-02. Management not issued termination order, any reason for termination was not shown. He was not allowed opportunity of hearing. He was not engaged in any misconduct. He worked more than 240 days during each of the year 1999 to 2000. He was not paid retrenchment compensation. No permission was taken from appropriate Government for retrenchment of his services. In his cross, workman says he was educated upto MA. Presently he was unemployed. Occasionally he was working as labour, he was not given appointment order by Bank. He was orally terminated. He was distributing dak and doing work of discharge. He was serving tea to the staff. He not produced documents about allotment of work by Bank, his wages were not paid every day. He was paid once in a month. He was paid wages in cash. He denied that he was deposing false.

7. Management filed affidavit of witness of Shri A.K.Shafi. Management's witness in his affidavit says that claimant was called for work as per need. He was paid wages for working days. Workman had not worked for 240 days during any of the year. Management's witness died and could not be cross examined. Evidence of management's witness cannot be considered.

8. Affidavit of evidence of management's witness Raj Kumar is filed. Affidavit is devoted on the point that claimant was engaged as per need. Wages for working days were paid, workman not worked for 240 days during any of the year. In his cross, witness says he was not posted in Central Bank, Balaghat. The record of Balaghat branch was available in Regional office. He had seen said record before drafting his affidavit. Inward outward registers are maintained in the Bank. Management's witness claims ignorance about maintaining peon book., correspondence register in the Bank. He denied Annexure D-1 referred to him. Management's witness was unable to tell how many days deceased workman had worked. He denied suggestion that deceased workman was continuously working during 16-11-99 to 18-10-02. That he not seen register of attendance.

9. Legal position is settled that burden lies on workman to prove continuous working more than 240 days. Evidence of Ist party is not corroborated by any documents. Co-employee is not examined. Only statement of deceased workman is not sufficient to establish his working more than 240 days.

10. Learned counsel for Ist party Shri Chandurkar relies on judgment in Writ Petition No. 704-2012. Considering ratio held in case of Smt. Jyoti Chitnis, his Lordship allowed reinstatement with 25 % backwages for violation of Section 25-F "c". In present case, evidence of workman is not sufficient to establish 240 days continuous working. Ratio held in the case cannot be applied to case at hand. For above reasons, I record my finding in Point No.1 in Affirmative.

11. In the result, award is passed as under:-

- (1) The action of the management is not proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 14/2000) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/220/1999-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 14/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 16.08.2017.

[No. L-12012/220/1999-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/14/2000

General Secretary,
Dainik Vetan Bhogi Bank Karmachari Sangathan,
Hardev Niwas, 9, Sanver Road,
Ujjain

...Workman/Union

Versus

Regional Manager,
Bank of India,
Zonal Office, 22,
Yashwant Niwas Road,
Indore

...Management

AWARD

Passed on this 25th day of April, 2017

1. As per letter dated 28-12-99 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No.L-12012/220/99-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Mukesh Yadav, Ex-Sepoy w.e.f. 30-8-97 is legal and justified? If not, what relief is the disputant concerned is entitled to?”

2. After receiving reference, notices were issued to the parties. Workman submitted statement of claim at Page 3/1 to 3/4. Case of workman is that on 15-5-92, he was engaged as permanent peon on daily wages. He was working honestly. He worked under Branch Manager Kulkarni, Oswal. He was paid bonus for the year 1992-93 to 1994-95. He worked continuously more than 240 days. That he had filed Writ Petition in High Court Bench Indore for regularization in service. On 30-8-97, his services were terminated without notice. That he was working continuously more than 240 days, is covered as employee under Section 25 B of ID Act. Other employees daily wage employee were continued in service. Management terminated his services. He was not paid retrenchment compensation. His services are terminated in violation of Section 25-F, G, N of ID Act. Policy of last come first go was not followed. After termination of his service, other daily wage employees were engaged. He was not provided re-employment. As such management violated Section 25-F of ID Act. On such ground, workman prays for his reinstatement with backwages.

3. 2nd party management filed Written Statement opposing claim of workman at Page 10/1 to 10/5. 2nd party raised preliminary objection that while making reference, Government has decided there was employer employee relationship. Relationship of employer employee is not existing between parties. Therefore reference is illegal. That Union of Ist party workman is not operating in 2nd party Bank therefore reference is not tenable. 2nd party further reiterates that workman was not employee of the Bank, he is not covered as workman under ID Act. Reference deserves to be rejected. Workman is not entitled to any relief. It is further submitted that casual workers were not appointed in accordance with the rules. Casual labours were working on daily wages on temporary basis. Temporary casual labours cannot be retrenched. As their services were engaged for a specific day. Their services come to end at end of day. Non-engagement of daily wage employees is covered under Section 2(oo)(bb) of ID Act. It doesnot amount to retrenchment. Ist party workman was engaged by Branch Manager as daily wagger. He has no authority to appoint. The certificate issued by Branch Manager doesnot give right to regular appointment to Ist party was not engaged. Ist party was not competent to appoint him. That criteria of continuous employment provided under Section

25 B doesnot apply in the case. Ist party was intermittently engaged on contract basis. Management has not violated provisions of Section 25-F of ID Act. Branch Manager has made necessary arrangement for getting work done and amount paid to daily wager is reinstated from Bank. Ist party workman had not completed 240 days continuous service in 12 months. Ist party is not entitled for regularization, violation of Section 25 B , 25-F,G , N.H doesnot arise. Workman is not entitled to any relief.

4. Ist party filed rejoinder reiterating his contentions in statement of claim.

5. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Bank of India in denying regularization and terminating the services of Shri Mukesh Yadav, Ex-Sepoy w.e.f. 30-8-97 is legal and justified?	In Negative
(ii) If not, what relief the workman is entitled to?"	As per final order.

REASONS

6. **Point No. 1 :** The term of reference pertains to denial of regularization and termination of services of workman. Workman filed affidavit of his evidence supporting his contentions in statement of claim. That he was engaged on daily wages, badly sepoy. On 5-5-92, he was paid Rs.53/- per day. The charges were increased time to time. Last wages paid to him Rs.98/- per day. The muster roll was maintained on its basis, he was paid wages. He was paid bonus for the period 1992 to 1995. He was not paid bonus for 1996 to 30-10-97. He worked continuously more than 240 days during 15-5-92 till 30-8-97. His services were terminated without notice, retrenchment compensation was not paid to him. From evidence of workman, documents Exhibit W-1 to 3 were seen by him with clerk N.K.Tiwari who was maintaining his attendance. Workman further explained name of clerk was Shri N.P.Tiwari. workman denies that Bank was not maintaining list of daily wage employees. That Exhibit W-1 to 3 were given to him by Mr.Bhale. He was not working at Satta Bazar branch in 1997. Exhibit W-2 doesnot bear signature of any officer, it bears only initial. He was paid bonus for 1992-96, bonus was paid after examining documents. During 1992, he was paid wages Rs.55 per day. Every year bonus was paid to him around Rakhi festival. He had seen register of payment of bonus maintained in personal section. He did not remember name of officer paying bonus to him. Exhibit W-2 doesnot bear his signature. Exhibit W-2 doesnot bear signature of the Officer but it bears initial of the Officer.

7. In his further cross, workman says Shri D.N.Kulkarni who engaged him was not earlier acquainted with him. He had visited Bank after getting knowledge about requirement of daily wage employees. His name was not sponsored through Employment Exchange. He was doing work of cleaning sweeping, drinking water and handling record. When he was engaged on daily wages, 8-10 regular employees were working in the Bank. He was engaged during leave period of regular employees. He was paid wages every day. His signatures were obtained on daily pay register by Shri N.P.Tiwari. wages were paid to him under vouchers. voucher was not signed by him. He was paid wages as per Attendance Register and payment vouchers. he was supplied copy of daily payment register, it is not produced in the case. Copy of vouchers were not supplied to him. During the year 1996, he worked for about 200-250 days. Record in that regard is available. On 30-8-97, he was stopped from working. During 30-8-96 to 30-8-97, he worked for about 200-250 days. He passed 8th standard in 1990. He was engaged during leave period of regular employee. Ist party has produced certified copy of Exhibit W-9 in R/19/00 related to payment of wages to daily wage peon. Certified copy in R/19/00 is produced by Ist party. Name of workman Mukesh is appearing at Sl.No.3. the details of the working days and payments made to workman during 1994-95 are shown in said document.

8. Management filed affidavit of evidence of Shri A.B.Naik supporting contentions of management in Written Statement. That casual labours are engaged on day to day basis as per requirement on call of Branch Manager. That Ist party was engaged on daily wages. Manager has no authority to appoint person in subordinate cadre. That Ist party had not worked more than 240 days during 12 months preceding his termination. That bonus is paid for working of any person for 30 days. It has no relevance to the present case. Management's witness in his cross examination says he cannot identify workman. He was working at Satha Bazar for 2 years prior to 1997. He not received information from Branch Managers working earlier. Management's witness claims ignorance what procedure was followed before engaging workman. Permission of Controlling Authority used to be received for engaging casual labours. He was unable to tell area of the branch or the number of sanctioned post of sub staff. Payment to the casual labours was made under voucher. Name of the employee was not written on vouchers. he did not remember whether signatures of employee used to be obtained regarding the payment. During his tenure, 2-3 casual employees were working. He

claims ignorance whether any record was maintained w.r.t. casual employees. Casual employees were doing work of taking files to the concerned officers, supplying drinking water etc. Ist party workman was paid wages as per prevailing rate but document regarding prevailing rate of wages is not produced. Workman was not served notice, retrenchment compensation was not paid to him. Evidence of Ist party and evidence of management's witness is on oath against oath. Engagement of workman is admitted, certified copy Exhibit W-10 in R/19/00 working days of workman for year 1994-95, 95-96 are shown. Payment of bonus of Ist party for year 1992 to 1995 is admitted. Management has produced documents Exhibit W-1 is copy of order of reference. Documents Exhibit W-1 to 4 produced by Ist party pertains to other persons are not relevant for deciding the claim under reference. Management produced document Exhibit M-1 policy relating to engagement of subordinate staff. Ist party had submitted application for production of documents on 21-6-07. Management in its reply contented that the documents are not preserved in the Bank for 8 years. When documents are produced, evidence of management's witness that workman not completed 240 days continuous service is without corroboration therefore evidence of workman deserves to be accepted. From evidence of Ist party workman and documents certified copy in R/19/00, workman has established that he worked more than 240 days preceding 12 months of his termination. Services of workman are terminated without giving notice, he was not paid retrenchment compensation. Therefore termination of workman is illegal. For above reasons, I record my finding in Point No.1 in Negative.

9. **Point No. 2 :** In view of my finding in Point No.1 termination of services of workman are illegal, question remains for consideration whether workman is entitled for reinstatement with backwages. Evidence on record shows that workman was working on daily wages from 15-5-92 till 30-8-97 for about period of 5 years. Workman was not appointed following recruitment rules rather in his affidavit of evidence, workman says he was engaged as badly peon.

10. Learned counsel for management Shri A.K.Shashi submits that badly employee is not entitled for regularization. Learned counsel relies on ratio held in case between

Dhampur Sugar Mills Ltd versus Bhola Singh reported in AIR-2005-SC-1790. Their Lordship held that daily wagger completing 240 days continuous service may not itself be ground for directing regularization of services. Particularly in case when workman had not been appointed in accordance with extant rules.

Further reliance is placed on case between Karnataka State Road Transport Corporation versus S.G.Kotturappa and another reported in 2005-II-LLJ-161. Their Lordship held badly workers includes only in wait list and not select list. Their service if found not suitable can be discontinued. Badly enjoys no status, holds no civil post. Termination of badly workers was held proper.

In ratio held in Bangalore Metropolitan Transport Corporation versus T.V.Anandappa reported in 2009(17)SCC-473. Their Lordship dealing with casual labour daily wagger, badly worker held protection of ID Act 1947 not available.

In case between Suresh Kumar Verma versus State of MP and others reported in 2012/134/FLR-904. Their Lordship held petitioners were found that they were never engaged against any vacant post duly sanctioned and hence they were not found fit to be regularized.

Reliance is also placed on Jagbir Singh versus Haryana State Agriculture Marketing Board and another reported in 2009(15)SCC-327. Their Lordship held reinstatement with full backwages in case of illegal retrenchment of daily wagger not proper, instead compensation should be awarded.

In case between Accounts officer APSRTC and others versus K.V.Ramana and others reported in AIR-2007-SC-1166. Their lordship dealing with respondent appointed as contract sweeper and attender in State Transport Corporation continued as such for many years held their services cannot be regularized as their appointment were dehors rules and constitutional scheme of public employment.

Copies of award in R/12/96, 2/92 are also submitted for consideration. Each case needs to be decided considering evidence and facts. In present case, Ist party was engaged on daily wages. It is not case of management that workman was engaged as badly. The contentions of management are casual employee is not entitled to protection of ID Act. Ist party workman completed more than 240 days continuous service. He was terminated without notice. Considering above aspects in my considered view, workman is not entitled for reinstatement. Considering above aspects in my considered view, workman is not entitled for reinstatement. In view of citation relied in case of Bhavnagar Municipal Corporation, workman deserves to be awarded compensation of Rs.1,50,000. Accordingly I record my finding in Point No.2.

11. In the result, award is passed as under:-

- (1) The action of the management of Bank of India in denying regularization and terminating the services of Shri Mukesh Yadav, Ex-Sepoy w.e.f. 30-8-97 is illegal.
- (2) Management is directed to pay compensation Rs.1,50,000 to the workman.

Amount as per above order shall be paid to workman within 30 days from the date of notification of award. In case of default, amount shall carry 9 % interest per annum from the date of award till its realization.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 57/2009) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12011/145/2008-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 16.08.2017.

[No. L-12011/145/2008-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/57/2009

General Secretary,
Prathadit Karmchari Kalyan Manch,
F-1, Tripti Vihar, Opp.Engineering College,
Ujjain (MP)

...Workman/Union

Versus

Assistant General Manager,
UCO Bank, Regional Office,
380, Saket Nagar,
2nd Floor, Indore

...Management

AWARD

Passed on this 30th day of June, 2017

1. As per letter dated 25-3-09 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/145/2008-IR(B-II). The dispute under reference relates to:

“Whether Shri Harinarayan Solanki S/o Bhaggaji Solanki is entitled for payment of difference of wages as per Bipartite Settlement? What relief the concerned workmen is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party submitted statement of claim. Workman submits he was engaged as sub staff/ peon from 13-3-89. He was working for whole day for 8 hours in a day. He completed 240 days in a year. He was paid initially Rs.20 per day which was increased to Rs.25,30,35,40,45,50 for working in vacant post of peon. He was paid bonus. His services were terminated without notice. Workman claims difference of wages as per Vth & VIIIth bipartite settlement, details given in para 4 of statement of claim. Management has violated settlement. On such ground, workman prays for difference of wages as stated above.

3. 2nd party filed Written Statement raising preliminary objection. That Shri Ram Nagwanshi is claiming to be as General Secretary of Daily Wage Bank employees Union is not competent to raise and prosecute the dispute. Shri R.Nagwanshi is prosecuting several disputes, he is conversant with English Hindi language. Management is directed to engage Advocate. Ist party has not produced documents about workman represented through Union. That workman had raised dispute 140/0 claiming appointment as per letter dated 10-12-90. His engagement was as part time sweeper for

less than six hours in a week, remuneration Rs.200 per month. The nature of his work was contingent casual, revision of pay of sub staff workman is not entitled. Management reiterates workman raising dispute R/140/0 on remuneration Rs.200 per month as part time sweeper. Workman challenged termination of his service. In R/40/0, management filed Written Statement. Written Statement revealed workman engaged as part time sweeper, remuneration Rs.200 per month. It is reiterated that in his statement of claim, he had pleaded that he was engaged on daily wages/ monthly wages part time workers. Workman is not entitled to scale wages claimed by him under Bipartite Settlement.

4. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether Shri Harinarayan Solanki S/o Bhaggaji Solanki is entitled for payment of difference of wages as per Bipartite Settlement?	In Negative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

5. Point No.1- The term of reference pertains to whether Ist party workman is entitled to difference of wages as per bipartite settlement. Workman has not adduced oral evidence. Representative of workman submitted that on 12th August 2014, documents produced by management admitted by Ist party Exhibit M- is application submitted by Shri Ram Nagwanshi in support of claim. Exhibit M-2 is order of engagement of Ist party workman as part time employee for working less than 6 hours in a week on remuneration Rs.200. Exhibit M-4 is application for withdrawal of R/140/01. Exhibit M-5 is copy of affidavit of evidence submitted by workman in R/140/0. Copy of award in R/140/0 is produced at Exhibit M-6. Management filed affidavit of evidence supporting whole contentions in Written Statement filed by management, copy of settlement Vth Bipartite settlement is produced at Exhibit M-7. Settlement was entered between representative of Bank employers and representative of workman All India Bank Employees Association. Clause 18 at Page 368 deals with part time employees subordinate staff. If their total working hours per week are 3 hours, remuneration Rs.60 per month, more than 3 hours- Rs.175 per month, six hours to 13 hours a week- 1/3rd of scale wages with proportionate annual increment.

6. Learned counsel for 2nd party management Shri Bhattacharjee during course of argument emphasized that workman is not a sub staff working 6 hours in a week, settlement is not applicable. Ist party is not workman under Section 2(s) of ID Act. Ist party was part time sweeper. Evidence of management's witness Sandeep Chandrapal Para-5 is clear that engagement of Ist party workman was as part time sweeper for less than six hours in a week, remuneration Rs.200 per month. Management's witness in his cross says there was no peon in Bank, only daftary was working. Ist party was not working on pay scale, he was paid Rs.200 per month for working less than six hours. In Vth Bipartite settlement clause 8 for working more than 3 hours remuneration is Rs.175 per month, for working 6 to 13 hours, 1/3rd of scale wages. Workman was engaged for less than six hours in a week, he would be entitled to remuneration Rs.175 per month. Workman is already paid Rs.200 per month more than Rs.175 for working for less than 6 hours. Therefore claim for difference of wages is not established. For above reasons, I record my finding in point no.1 in Negative.

7. In the result, award is passed as under:-

- (1) The action of the management is legal and proper.
- (2) The workman Shri Harinarayan Solanki S/o Bhaggaji Solanki is not entitled for payment of difference of wages as per Bipartite Settlement.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 96/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12011/49/2002-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 96/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 16.08.2017.

[No. L-12011/49/2002-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/96/2002**

General Secretary,
National Bank Karmchari Sangathan,
Hardev Nivas,
9 Sanwer Road,
Ujjain

...Workman/Union

Versus

Zonal Manager,
Bank of India,
Zonal Office,
Ujjain

...Management

AWARDPassed on this 30th day of June, 2017

1. As per letter dated 18-6-02 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section -10 of I.D.Act, 1947 as per Notification No.L-12011/49/2002-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Zonal Manager, Bank of India, Zonal Office, Ujjain to dismiss Shri Naval Kishore Raikwar from service w.e.f. 29-9-99 is legal and justified? If not, what relief the workman is entitled for?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 4/ to 4/9. Case of workman is that on 31-10-97, he had taken loan of Rs.12000 from Bank of India Staff Society. After deducting amount of interest, he had paid cheque of Rs.11,160/-. Said cheque was deposited in his Account No.17569. On same day, he withdrawn amount of Rs.10,000/-. He was given one bundle of Rs.100 denomination. On 8-11-97, he had requested loan of Rs.15,000 from Bank of India Ujjain Staff Society. He was paid cheque of Rs.11,850 after deducting amount of interest. One bundle of Rs.100 denomination was received by him. On 9-12-97, he had submitted deposits claim for deposit of Rs.17000 in Account No.17569. he handed over two bundle of Rs.100 denomination to the cashier. He was returned 3 bundle of Rs.10 denomination for Rs.3000 he got prepared FD of Rs.17000, its entry is taken in Saving Account No. 17569. On 9-12-97, while he was travelling on his bullet, said bullet suddenly stopped. While he was trying to leave, police came to him and apprehended. Police seized his bullet and other documents.

3. Ist party workman further submits that on 9-12-97, there was fraud of Rs.20,000 for depositing and preparing FD. Management suspected him and issued chargesheet. Workman was also suspended. Maheshwari was appointed as Enquiry Officer, Shri Gupta appointed as Presenting Officer. Workman had given reply to the chargesheet. Management had allowed Defence Representative. However he had not appeared in the Enquiry Proceedings. That enquiry was conducted without defence representative. Opportunity for cross examination of management's witnesses was not given. Enquiry Officer submitted his report holding him guilty of charges. Without issuing notice, punishment of dismissal was imposed against him. Appeal filed by him was dismissed by Appellate Authority. Workman further submits that he is falsely implicated in the charges. Charges alleged against him are false. He was represented that he was implicated for the charge of collective fraud. Workman submits that he was not served chargesheet within 30 days. Enquiry Officer was appointed without considering his reply to the chargesheet. It is reiterated that he was not allowed to cross examine management's witness and produced his Defence Assistant. On such ground, workman prays for his reinstatement with backwages.

4. 2nd party filed Written Statement opposing claim of workman. 2nd party submits that Ist party was working as Daftary at Freeganj branch, Ujjain. Bearer cheque dated 2-12-97 was issued by M/S Brijmohan Agrawal for Rs.20,000 in favour of Vikram Singh. Said cheque was presented in the credit of M/S Rekha Lalwani SB Account No.19927. Credit Voucher was prepared by Shri R.L.Gurnani was handed over to Shri Kishore Shkalye, CTO for posting in ledger. In the meantime pair of vouchers was separated by the workman. He secured Token No. 64,65 from CPO Office telling him that the token were required by deposit department. Workman himself entered details of cheque payments scroll book writing Token No.64 on reverse side of cheque. Workman received amount of Rs.20,000 from cashier Mrs. Pushpa Tiwari representing her amount was to be deposited in depositor's account. Workman handed over token No.64 to Pushpa Tiwari. Workman received two bundle of Rs.100 denomination. Workman got pay-in-slip in SB Account No. 17569 at Scroll counter. He deposited Rs.17000 cash at cash counter. He had given Rs.20,000 and received back Rs.3000. 2nd party management submits workman was suspended on 12-12-97 after the documents and vouchers Token No.65 were seized by police from workman. Chargesheet was issued to workman on 10-10-96. Details of the chargesheet are given in Para 4 of the Written Statement pertains to fraudulently receiving amount Rs.20,000 under bearer cheque dated 2-12-97 and depositing amount Rs.17,000 in his SB Account No. 17569. Enquiry Officer Shri S.L.Mahesh Lalwani was appointed, R.K.Gupta appointed as Presenting Officer. Enquiry was held on various dates, details given in Para-6 of the Written Statement. Enquiry Officer held charges against workman proved. Workman was given opportunity for cross examining witnesses but he declined to cross examine management's witness. It is reiterated enquiry is proper and legal. After Enquiry Officer submitted report holding workman guilty, showcause notice was issued. Punishment of dismissal is imposed against workman is legal. Management claims ignorance about reasons why Defence representative did not appear in the enquiry. Workman was paid his terminal dues. On such ground, 2nd party submits that reference be answered in its favour. Ist party has filed rejoinder reiterating contentions in statement of claim.

5. As per order dated 14-8-2013, enquiry conducted against workman is found legal.

6. Considering pleadings between parties and order on preliminary issue, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the misconduct alleged against workman is proved from evidence in Enquiry proceedings?	In Affirmative
(ii) Whether the punishment of dismissal imposed against workman is proper and legal?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

7. Enquiry conducted against workman is found legal as per order dated 14-8-13. Therefore charges alleged against workman are proved needs to be decided from evidence in Enquiry Proceedings. Chargesheet issued to workman is produced by management at Exhibit M-5 pertains to fraudulent withdrawal of Rs.20,000 producing Token No. 64 and depositing Rs.17000 in FDI and get back 3 bundles of Rs.0 denominations. Enquiry Proceeding is produced at Exhibit M-6. Shri Ram Nagwanshi was given authority as Defence Representative of workman. In statements of witnesses, Shri L.M.Ojha is devoted on the point that fraud of Rs.20,000 was committed in Freeganj branch on 9-12-97. He was informed by clerk ad officer of the Bank that several vouchers in the Bank were missing. He repeated vouchers were prepared, cheque of Rs.20,000 deposited by Mr. Gurmohan Agrawal, their entry was taken in the register. Wrong entries were taken in the payment register.2 tokens 64, 65 were obtained by workman from Kishore CTO. Workman had issued amount Rs.20,000 from cashier Pushpa Tiwari. Smt. Subadhra Chouhan discussed that workman deposited Rs.20,000- 2 bundle of Rs.100 denomination and he was returned 3 bundles of Rs.10 denomination – amount Rs.3000. evidence of Mr.Ojha is corroborated by witnesses S.S.Dalal, O.P.Pal, Dinesh Chanda. Dinesh Chanda in his statement says that DVD of Rs.30,000 voucher was stoled by him. Workman deposited Rs.7,000 in his Account, amount Rs.3000 was returned back to him. Mrs. Subadra Chouhan, Mr. Pushpa Tiwari, Kishore Kumar, Ratan Lal Gurnani corroborated evidence of Mr.Ojha and other witnesses. Ist party workman declined to cross examine all witnesses of the management. Defence Representative did not appear and cross examine witnesses of the management. Enquiry Officer submitted his report at Exhibit M-11 holding workman guilty. The original documents referred in enquiry and documents MEX-1 to 33 are produced. These documents were referred to handwriting expert. Opinion of handwriting expert Shri N.G.Deshpande is submitted. During Enquiry Proceedings, handwriting Expert Deshpande was not examined. Evidence of all witnesses of management remained unchallenged and Enquiry Officer has considered evidence of management's witnesses. As enquiry is found legal, I find no reason to re-appreciate the evidence.

8. Shri A.K.Shashi counsel for management relies on ratio held in case between-

Nand Kishore Prasad versus State of Bihar and others reported in 1978(3)SCC-366. Their Lordship dealing with disciplinary proceedings order short but disclosing that there was some evidence pointing to the guilt of delinquent officer.

In present case, there is unchallenged evidence of management's witnesses about fraudulent act committed by workman.

So far as ratio held in case between State Bank of Patiala and others versus S.K.Sharma reported in 1996(3)SCC-364 relates to principles of natural justice. Enquiry conducted against workman is also found legal therefore detailed discussion is not required.

9. Evidence discussed above sufficiently proves the misconduct/ charges alleged against workman. Therefore I record my finding in Point No.1 in Affirmative.

10. **Point No.2-** The punishment of dismissal imposed against workman is proper or legal needs to be decided. In view of my finding in Point No.1. Charge of fraudulent act of misappropriation of Rs.20,000 proved against workman is certainly act of serious nature. Shri A.K.Shashi relies on ratio held in case between

Union Bank of India versus Vishwa Mohan reported in 1998-I-LLJ-1217. Ratio held in the case pertains to in banking business absolute devotion, diligence and integrity need to be preserved by every bank employee and in particular by bank officer. If this is not observed, confidence of depositors would be impaired.

Copy of award in R/38/90, R/117/97, Judgement in Writ Petition No108/02 are submitted for consideration. Detailed discussion is not required as charge proved against workman is of fraudulent of Rs.20,000 is of serious nature. The punishment of dismissal against workman is proper and legal. Shri A.K.Shashi also relies on ratio held in case between Post Master General, Kolkata versus Tutu Das reported in 2007(5)SCC-317.

Ratio held in the case pertains to regularization in service has no direct bearing to the case at hand and needs no consideration. For reasons discussed above, I record my finding in Point No.2 in Affirmative.

11. In the result, award is passed as under:-

- (1) The action of the management of Zonal Manager, Bank of India, Zonal Office, Ujjain to dismiss Shri Naval Kishore Raikwar from service w.e.f. 29-9-99 is legal and proper.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार देना बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 15/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12011/06/2017-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1982.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Dena Bank and their workmen, received by the Central Government on 16.08.2017.

[No. L-12011/06/2017-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

BHARAT PANDEY, PRESIDING OFFICER

I.D. 15/2017

Reference No. L-12011/06/2017-IR (B-II) Dated: 1.5.2017

The General Secretary
Dena Bank Employees Union & Dena Bank
Officers Union, Central Office via
Dena Bank, M.I.Road, Jaipur.

V/s

1. The General Manager (HRM)
Dena Bank, Dena Corporate Centre,
C-10, G Block, Bandra Kurla Complex,
Bandra East, Mumbai.
2. The General Manager (Field)
Dena Bank, Bank of Baroda Building,
5th, Floor, Sansad Marg, New Delhi.
3. The Manager
Dena Bank, Jaipur Zone, UDB Building,
Near Hotel Mango, Govind Marg,
Adarsh Nagar, Jaipur.

AWARD

30.6.2017

1. The Central Government in exercise of the powers conferred under clause (d) of Sub Section 1 & 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this tribunal for adjudication:-

“Whether the action of the management of Dena Bank, Bandra, Mumbai in not revoking the suspension of Shri Lokesh Mishra, Special Assistant is legal, just and proper? If not, what relief the said workman is entitled to and from which date?”

2. Pursuant to the receipt of the reference order, registered notices were issued to both the parties as per the order of the tribunal dated 19.5.2017 fixing 30.6.2017 for filing statement of claim. On 30.6.2017 Sh. Lokesh Mishra, the person named in reference appeared in person & alleged that his suspension has been questioned in the reference whether non-revocation of suspension by management is legal, just & proper or not but he has already been reinstated & his suspension has been revoked by management hence, there is no need to file statement of claim. On behalf of non-applicant Sh. Bhawani Singh Rathore, Zonal Manager & Bhawana Singh, HR Officer were present. It was pointed out by Sh. Bhawani Singh Rathore, Zonal Manager that Sh. Lokesh Mishra has already been reinstated hence, the question of non-revocation as alleged in the reference does not exist. He has also pointed out to the management's memorandum JP/HRM/Revocation.Suspension/02 dated 31.3.2017 available on record about revocation of suspension & reference has been made about memorandum dated 31.3.2017 in the letter dated 15.5.2017 addressed to the tribunal informing the fact that suspension of the applicant has been revoked. The memorandum dated 31.3.2017 reads as under:-

MEMORANDUM

“Shri Lokesh Mishra, Special Assistant, Dena Bank, MI Road Branch, Jaipur Zone was suspended from the Bank's Service vide Suspension Order No. JP/HRM/SUSPENSION/02/2015 DATED 02ND February 2015 pending police enquiry/proceedings.

Keeping in view that investigation can proceed reasonably after considering his request for revocation of suspension since he is drawing full emoluments from Bank it has been decided to revoke his suspension order without prejudice to take disciplinary action against him.

Accordingly, I, as disciplinary authority having power conferred upon me and considering the recommendation of HO vide letter Ref: Disc/372/2017 dt. 30.3.2017, hereby revoke his suspension order with immediate effect on the date of receipt of this Memorandum.

Shri Lokesh Mishra is further informed that till further orders, for the period of suspension, he will not get anything but subsistence allowance which he has already got. Decision regarding payment of difference of salary and subsistence allowance will be taken after final outcome of the disciplinary case pending against him.

Shri Lokesh Mishra is hereby posted at CTS Cell under MI Road Branch, Jaipur Zone and thus is advised to report to Incharge CTS, Dena Bank, MI Road Branch, Jaipur Zone immediately on receipt of this order.

s/d illegible

Dy. Zonal Manager & Disciplinary Authority

Dena Bank, Jaipur Zjone

To,

Shri Lokesh Mishra

Special Assistant

Dena Bank MI Roiad Branch, Jaipur Zone.

Copy to:

1. The Branch Manager, Dena Bank, MI Road Branch
2. Incharge CTS Cell, Jaipur.
3. HRMS Incharge, Jaipur Zone
4. EDP Incharge, Jaipur Zone: For transfer of CBS User Id to CTS Cell.
5. The GM (NIO), Dena Bank, New Delhi.
6. The GM (HRM), Dena Bank Head Office, Mumbai.
7. Personnel File : Shri Lokesh Mishra, Special Assistant.

(signature illegible)

Dy. Zonal Manager & Disciplinary Authority

Dena Bank, Jaipur Zone.”

3. From the fact of revocation of suspension as mentioned in memorandum dated 31.3.2017 & from the self contention of Sh. Lokesh Mishra that he does not require to file statement of claim because suspension has already been revoked, I am of the view that “No Claim Award” will be sufficient to meet the end of justice. Accordingly, “No Claim Award” is passed in the matter.

4. Award as above.

BHARAT PANDEY, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, लखनऊ के पंचाट (संदर्भ सं. 120/2011) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12011/34/2011-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 120/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 16.08.2017.

[No. L-12011/34/2011-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW****PRESENT : RAKESH KUMAR, Presiding Officer****I.D. No. 120/2011**

Ref.No. L-12011/34/2011-IR(B-II) dated 08.11.2011

BETWEEN :

Canara Bank Employees Union
C/o Canara Bank, Satya Business Park
1, Naval Kishore Road
Lucknow

AND

1. The Dy. General Manager,
Canara Bank,
Circle Office
Lucknow
2. The General Manager,
Canara Bank
Head Office
Bangalore

AWARD

1 By order No. L-12011/34/2011-IR(B-II) dated 8.11.2011 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub section (1) and sub section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between the Secretary, Canara Bank Employees Union C/o Canara Bank, Satya Business Park, 1, Naval Kishore Road, Lucknow (espousing cdause of Sri Ram Gobind) and the Dy.General Manager/General Manager, Canara Bank, Lucknow/Bangalore for adjudication.

2. The reference under adjudication is:

“WHETHER THE ACTION OF THE MANAGEMENT OF CANARA BANK IN IMPOSING THE PUNISHMENT OF COMPULSORY RETIREMENT ON SHRI RAM GOBIND, EX-CLERK VIDE ORDER DATED 22.09.2009 IS LEGAL AND JUSTIFIED? WHAT RELIEF THE WORKMAN IS ENTITLED TO?”

3. As per the claim statement W-3, the employees Union has stated in brief regarding its registration and service condition etc. The petitioner has submitted that Sri Ram Gobind was posted as Computer Terminal Operator at Gorakhpur Branch of the bank and he was served with a charge sheet dated 04.02.2008. The opposite party was although duty bound to follow the Bipartite Settlement, yet the same was ignored, the charge sheet has not been issued keeping in view the provisions of Standing Orders; it was issued by Acting DGM, but he was not a competent authority. The appointment of Enquiry Officer was also not proper and lawful. The employee was wrongly suspended by the Acting DGM, mandatory Rules were also not followed and later on the workman was awarded punishment of Compulsory Retirement although the opposite parties did not have lawful sanction for the same.

4. It has further been asserted by the Union that the alleged complainants were not summoned by the enquiry officer, opportunity to cross examine them was not afforded to the workman, and he was not permitted to defend himself properly, consequently the charge sheet is vague and ambiguous. The record and documents relied by the opposite party was not duly approved by the opposite party, unauthorized photo copies were relied upon. The Acting GM mechanically relied upon the enquiry report without application of mind and major punishment was awarded. With the aforesaid pleadings the petitioner has requested to set aside the charge sheet dated 04.02.2008 and the subsequent enquiry procedure and punishment dated 22.09.2002 as well. He has prayed to set aside the Appellate Authority's order and to reinstate the workman with all the consequential benefits. Adequate compensation has been demanded and directions have been sought to treat the period of suspension as on duty and it has been requested to initiate action against the opposite party for breach of Settlements and award and for committing unfair labour practice.

5. Several annexures have been enclosed alongwith the claim statement.

6. The management has filed written statement M-15 whereby allegations of the claim statement have been denied and opposite party has stated that the Disciplinary Authority/DGM had issued the charge sheet as per Rules. The opposite party has asserted that on 02.06.2008 a sum of Rs.38,5000/- and Rs.24,000/- was received by the workman

who was performing the duty of Cashier at the Branch and he had issued signed Counter foils to the parties but he did not credit the above amount in the respective accounts of the parties. Details have been furnished in the written statement by the opposite party. Procedure adopted during the enquiry has also been elaborately mentioned by the management.

7. The opposite party has asserted that speaking and reasoned order was passed by the Disciplinary Authority and opportunity to prefer appeal was also provided. The Appellate Authority after personal hearing disposed off the appeal vide speaking order dated 28.06.2010. Several pronouncements of Hon'ble Supreme Court have been mentioned in the written statement.

8. The management has stressed that as per the normal administrative functioning of the bank the competent authority had issued the charge sheet, the version submitted by the petitioner is misconceived and distorted. The punishment awarded by the authority is fully justified. The management has emphasized that information was sent to the complainants to appear before the Enquiry Officer but they did not turn up, the workman was free to produce them as defence witness but he also failed to do so. With the aforesaid averments, the opposite party has requested to adjudicate the award against the workman and as he is not entitled to any relief. Service code and other documents have been enclosed by the opposite party.

9. While reiterating the pleas taken in the claim statement and with denial of the facts alleged in the written statement, rejoinder W-16 and W-18 have been filed by the workman and thereafter another reply was filed by the management alongwith annexures.

10. The management has filed certain documents as per list M-20. Another application W-21 dated 22.04.2013 was submitted by the workman. The management filed certain documents as per list M-20.

11. Affidavit W-25 was filed by the workman as evidence and he was thoroughly cross examined by the management. The management filed affidavit M-29 of Sri Arun Srivastava, Chief Manager, Canara Bank in its evidence, he was cross examined on behalf of the workman.

12. Arguments of both the parties have been heard at length. Record has been perused thoroughly.

13. Preliminary issues were framed by the then Hon'ble Judge on 08.01.2013 as under;

1. Whether the departmental enquiry conducted by the management was fair & proper?
2. Whether the findings of Inquiry Officer are perverse?"

14. Preliminary issue no. 1 has been decided against the management vide my order dated 07.04.2015.

15. Later on management submitted affidavit of Sri Rajiv Ranjan Kumar and Sri Nand Lal as M-35 and M-42, both were duly cross examined on behalf of the workman.

16. It is an admitted fact that the workman Sri Ram Gobind was working as Computer Terminal Operator at Gorakhpur Branch of the Canara Bank and there he was served upon charge sheet dated 04.02.2008 for alleged misconduct. Vide order dated 07.04.2015 it has been observed by me that the management did not produce original of the documents relied upon before the enquiry officer and more over sincere endeavor was not made to produce the so called complainants during the enquiry proceedings, so as to afford an opportunity to the employee to cross examine them. It has been argued by the management that the complainants did not appear before the enquiry officer although the information was sent to them and the workman should have contacted them himself. The workman vehemently opposed this argument. Learned AR for the workman has relied upon the following pronouncements:

1. Civil Appeal No. 7431 of 2008 (arising out of SLP No. 14429 of 2007 passed by Hon'ble Supreme Court, Roop Singh Negi Vs Punjab National Bank. Judgment dated 19.12.2008.
2. (2014 (4) SCR 875 SC) Tapash Kumar Paul Vs BSNL & another.
3. Civil Appeal No.1020 of 2011 decision dated 13.04.2016, Raj Kumar Vs. Director of Education and Others, Hon'ble Supreme Court.
4. Writ No. A-32569 of 2010 dated 06.02.2012, Gurusharan Singh Duggal Vs Punjab & Sind Bank, Hon'ble Allahabad High Court.

17. The opposite party has submitted that the above Rulings do not apply to the case.

18. The Learned AR for the management has referred following Rulings to support its version:

1. Tarun Kumar Banerjee Vs State Bank of India, Supreme Court (2000) Judgment dated 19.09.2000.
2. 2003 (3) SCC, Page 583 Lalit Popli vs Canra Bank.

3. (2017) 1 UPLBEC 549(HC) Prem Narain Khanna Vs Central Bank of India & others.
4. 2005 SCC (L&S), 567 Damoh Panna Sagar Rural Regional Bank Vs Munna Lal Jain.
5. 2005 SCC (L&S) 407 Divisional Controller KSRTC Vs A.T. Mane.
6. AIR 1997 SCC 3571 Govt. of Tamil Naidu Vs K.N. Ramamurthy.
19. The workman submits that the aforesaid Rulings are not consistent with the facts in issue, in the present dispute.
20. It has been alleged by the management that the workman has received Rs.38,500/- and Rs.24000/- from Sri Shyamji Pandey, Prop M/s Hari Shankar Gupta) (Current A/C 326) and Smt. Kalawati Devi, Prop. M/s Shiv Enterprises (ODCC A/C 10216) on 02.06.2008 respectively, but did not deposit the same in their accounts on same day, and when complaint was made, the workman and his son deposited the entire amount as under;
 - a. Rs.11500/ and Rs.12500/ was deposited in the ODCC A/c No. 10216 of M/s Shiv Enterprises on 13.6.2008 and 14.6.2008 respectively.
 - b. Rs.38500/ was deposited on 13.6.2008 in Current Account 326 of M/s Hari Shanker Gupta on 13.6.2008 and gave the counter foil to the party.
21. While strongly refuting the above statements, Learned AR for the workman argues that false allegations is being leveled due to office rivalry the workman harassed unduly.
22. It has been held by this Court that the enquiry conducted by the management and enquiry was not fair and it was not according with the principle of natural justice. The most important piece of the evidence in support of the charges could have been so called deposit slip dated 13.6.2008 and 14.6.2008 whereby the management tries to emphasise that the alleed sum has later be deposited in the Bank by the workman Sri Ram Gobind and his son (name not given in the written statement para 3.)
23. The bank officials did not produce the aforesaid original deposit slip dated 13.6.2008 and 14.6.2008, neither the so called complainant were produce before the enquiry office or before this Tribunal. Who has actually presented the aforesaid sum before the concerned bank official and who has signed the "Deposit Slip", is no where mentioned by the management. No cogent relied evidence has been adduce before this Court to this regard, by the management.
24. After having heard the intellect arguments of both the Learned ARs and perusal of the record in the light of the above pronouncements made by Hon'ble Supreme Court and Hon'ble High Court, it is inferred that the action of the management in imposing the punishment of Compulsory Retirement of Sri Ram Gobind vide its order dated 22.09.2009 can not be treated as legal or justified. The punishment order is set aside accordingly, and the management is directed to reinstate the workman with the all back wages and consequential benefits within 10 weeks, from the date of notification of award, failing which the management shall also pay interest @ 6% per annum to the workman.
25. Award as above.

LUCKNOW
05.05.2017

RAKESH KUMAR, Presiding Officer

नई दिल्ली, 16 अगस्त, 2017

का.आ. 1984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ सं. 60/2002) को प्रकाशित करती है जो केन्द्रीय सरकार को 16.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/202/2001-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 16th August, 2017

S.O. 1984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the Industrial Dispute between the management of Bank of India and their workmen, received by the Central Government on 16.08.2017.

[No. L-12012/202/2001-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR****NO. CGIT/LC/R/60/2002**

Shri Arvind Pandit Kakde,
Gandhi Colony,
Lalbagh, Burhanpur,
Khandwa (MP)

...Workman

Versus

Zonal Manager,
Bank of India, Zonal Office,
Khandwa Region,
Anand Nagar,
Khandwa (MP)

...Management

AWARDPassed on this 3rd day of May 2017

1. As per letter dated 2-4-2002 by the Government of India, Ministry of Labour, New Delhi, the reference is received. The reference is made to this Tribunal under Section-10 of I.D.Act, 1947 as per Notification No. L-12012/202/2001-IR(B-II). The dispute under reference relates to:

“Whether the action of the management of Zonal Manager, Bank of India, Zonal Office, Khandwa Region in terminating the services of Shri Arvind Pandit Kakde w.e.f. 1996 is justified. If not, to what relief the workman is entitled to?”

2. After receiving reference, notices were issued to the parties. Ist party workman submitted statement of claim at Page 5/ to 5/3. Case of workman is that he served 2nd party Bank as peon from 1991 to 1996. The documents about daily register, bonus sheet are in custody of the Bank. That he had filed petition before ALC, Bhopal. Directions were issued to reinstate him. The termination of his service is unjustified. He may be deemed in service. After termination of his service, he suffered from mental agony etc. his family members were facing starvation. The dispute has been referred. That he is educated and eligible for post of peon, he belongs to cobbler community, SC. There are several vacancies in the Bank. That Manager not followed principles of natural justice. By amendment, Ist party has pleaded that he was continuously working in the Bank from April 91 to 96. The services are arbitrarily terminated without assigning any reasons. He was not served with notice, retrenchment compensation was not paid to him. He worked more than 240 days. Termination of his service amounts to retrenchment under Section 2(o) of ID Act. Termination of his service is in violation of Section 25-F of ID Act. He was not classified as permanent employee as per Chapter 25 of Sastry Award. On such ground, workman prays for his reinstatement with backwages.

3. Management filed Written Statement at Page 6/1 to 6/11 opposing claim of workman. 2nd party raised preliminary objection that employer employee relationship is not existing between parties. Workman is not covered as workman under Section 2(s) of ID Act. Ist party workman was not on muster roll of the Bank. That casual employees engaged for temporary work in absence of regular staff. The claimant has not disclosed anything about his employment in the Bank. There was no question of termination of services of workman as he was engaged for casual nature of work. Government has made reference on assumptions of the facts which did not exist. Disputed questions of facts could not be decided by the Government. That reference is totally misconceived.

4. Appointments in the Bank are covered by statutory rules and regulations following prescribed procedure. That workman was not appointed by Regional Manager following recruitment rules and procedure. His name was not sponsored through Employment Exchange, management is required to follow reservation policy. Employment in the Bank is public employment guaranteed under Article 16 of the constitution. Ist party was engaged on daily wage basis for casual nature of job. He was paid wages by Manager directly. Casual employees are compensated by paying fair amounts. It is reiterated that workman was not appointed following recruitment rules. Workman was never appointed. There was no question of termination of his service. As workman was never appointed, there was no question of issuing notice for termination of his services. On such ground, 2nd party prays for rejection of the claim.

5. Management has also filed additional Written Statement denying that workman completed 240 days continuous service. That his services were terminated in violation of Section 25-F of ID Act. Management contends that workman is not entitled to protection of Section 25-F of ID Act. Matter in question is covered under Section 2(o)(bb) of ID Act. Workman is not entitled to reinstatement with backwages.

6. Considering pleadings on record, the points which arise for my consideration and determination are as under. My findings are recorded against each of them for the reasons as below:-

(i) Whether the action of the management of Zonal Manager, Bank of India, Zonal Office, Khandwa Region in terminating the services of Shri Arvind Pandit Kakde w.e.f. 1996 is justified?	In Affirmative
(ii) If not, what relief the workman is entitled to?"	Workman is not entitled to any relief.

REASONS

7. The term of reference pertains to legality of termination of services of workman. Workman filed affidavit of his evidence. Workman in his affidavit of evidence says since 1991, he was working as peon. He was continuously working as peon from 91 to 96. He was doing various kinds of work. His name was entered in muster roll as Arvind sometimes "A". he was paid bonus. He worked more than 240 days during each of the year. In 1996, his services were terminated without notice. Retrenchment compensation was not paid to him. In his cross-examination, he says he was engaged by Branch Manager A.K.charya he was working under A.K.Charya for 3-4 years. Post was not advertised, his name was not sponsored through Employment Exchange. Branch Manager has asked about his name and some questions. Shri F.C.Mehra Daftary was of his acquaintance, appointment letter was not given to him. He was engaged on daily wages. He was paid wages for his working days. His signature was obtained on vouchers. whether vouchers were prepared in name of Branch Manager, he claims ignorance. He was unable to tell for how many days, he worked in April 1991, he was unable to tell how many days he worked in each year. He was paid bonus for the days he worked. His signature was obtained on vouchers and diary about payment of bonus. The vouchers of payment of bonus was prepared in his name. in 1995-96, he was paid Rs.80 per day.

8. Management filed affidavit of evidence of Ramcharan but he did not appeared for his cross examination. Management filed affidavit of evidence of Kishan. Management's witness in his affidavit of evidence says that Branch Manager in order to ensure smooth customer service engaged persons for casual nature of work when regular subordinate staff was on leave. Branch Manager is not appointing authority. Bank is required to appoint subordinate staff following SC ST policy and candidates sponsored through Employment Exchange. Workman was not deployed against vacant post. He was engaged on daily wages for casual nature of work. During 1991 to 96, workman was engaged as peon. Workman had not worked for 240 days. From evidence of management's witness, documents M-1 to 5 are admitted. In his cross, management's witness says Ist party workman worked under him for few days. Workman was paid by Branch Manager. He was unable to tell how payment was made. He denied that Ist party was doing work of peon/ messenger. He denied that workman completed more than 240 days during 1991 to 96. He claims ignorance whether workman was paid retrenchment compensation. After disengagement of workman, any other person was not engaged.

9. Ist party workman has produced documents. Exhibit W-1 copies of payment sheets of bonus for the year 92-93. Working days of workman are shown 92 days, in 91-92 – 70 days, in 1993-94- 135 days. Ist party had submitted application for production of documents. As per order dated 22-7-13, it is clear that management had claimed that documents were not maintained. Documents about payment of bonus are not preserved for 12 years. Workman was allowed to lead secondary evidence w.r.t. documents about payment of bonus which are produced at Exhibit W-1 discussed above.

10. W.r.t. diaries of casual labours, workman was to prove said fact by adducing evidence. Workman has not adduced evidence about diaries, any co-worker is not examined. Documents produced by management Exhibit M-1 to 5 pertains to the recruitment of subordinate staff, clerks etc. Evidence of workman is clear that he was engaged as casual labour. Evidence of workman is silent about his appointment following recruitment rules. Documents regarding payment of bonus clearly shows that workman not completed 240 days service. Workman is not entitled for protection of Section 25-F of ID Act.

11. On the point, learned counsel for 2nd party Shri A.K.Shashi relies on ratio held in case between-

Bhavnagar Municipal Corporation and others versus Jadeja Govubha Chhanubha and another reported in 2015(2)SCC(L&S) 513. Their Lordship held burden to prove continuous service more than 240 days lies on workman.

Ratio held in case between UP State Warehousing Corporation versus PO reported in 2013-III-LLJ-213(All), it was held that burden to prove 240 days service lies on workman.

From evidence discussed above, workman has failed to establish that he worked continuously more than 240 days during each of the year 1991 to 1996. I record my finding in Point No.1 in Affirmative.

12. Point No.2- In view of my finding in Point No.1 workman has failed to establish his services are terminated in violation of Section 25-F of ID Act, workman has failed to prove that he was continuously working more than 240 days, claim of workman is established. Therefore reliance placed by Shri A.K.Shashi in State of UP versus Hind Mazdoor Sabha reported in 2011-LAB.I.C.4322 & judgment by Hon'ble Supreme Court in Civil Appeal No. 13953 of 2015. Ratio relied by learned counsel for workman in Tapash Kumar Paul versus BSNL needs no detailed discussion. Workman is not entitled to any relief. Accordingly I record my finding in Point No.2.

13. In the result, award is passed as under:-

- (1) The action of the management of Zonal Manager, Bank of India, Zonal Office, Khandwa Region in terminating the services of Shri Arvind Pandit Kakde w.e.f. 1996 is proper and legal.
- (2) Workman is not entitled to any relief.

R. B. PATLE, Presiding Officer

नई दिल्ली, 18 अगस्त, 2017

का.आ. 1985.—केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91-क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एतद्वारा इंडियन रेअर अर्थ लिमिटेड, रेअर अर्थ विभाग, उद्योगमंडल केरल के कारखानों/स्थापनाओं के नियमित कर्मचारियों को इस अधिनियम के प्रवर्तन से छूट प्रदान करती है। यह छूट, अधिसूचना जारी होने की तारीख से एक वर्ष के अवधि के लिए लागू रहेगी।

2. उक्त छूट निम्नलिखित शर्तों के अधीन है; अर्थात्:-

- (1) पूर्वोक्त स्थापना जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगी, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदनाम दिखाये जायेंगे;
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संदत्त अंशदानों के आधार पर हकदार हो जाते हैं;
- (3) छूट प्राप्त अवधि के लिए, यदि कोई अभिदाय पहले ही किए जा चुके हों, तो वे वापस नहीं किए जाएंगे;
- (4) उक्त कारखाने/स्थापना का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने/स्थापना पर उक्त अधिनियम (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) प्रवर्तमान था ऐसी विवरणियां, ऐसे प्रारूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी अपेक्षित होती थीं;
- (5) निगम द्वारा उक्त कर्मचारी राज्य बीमा अधिनियम की धारा 45 की उप-धारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या निगम का इस निमित्त प्राधिकृत कोई अन्य पदधारी;
 - (i) धारा 44 की उप-धारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी विवरण की विशिष्टियों को सत्यापित करने के प्रयोजनार्थ; अथवा
 - (ii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथाअपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गये थे या नहीं; या
 - (iii) यह अभिनिश्चित करने के प्रयोजनार्थ कि कर्मचारी, नियोजक द्वारा दिये गए उन फायदों को, जिसके फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, नकद में और वस्तु रूप में पाने का हकदार बना हुआ है या नहीं; या
 - (iv) यह अभिनिश्चित करने के प्रयोजनार्थ कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं, निम्नलिखित कार्य करने के लिए सशक्त होगा:-

- (क) प्रधान या आसन्न नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है; अथवा
- (ख) ऐसे प्रधान या आसन्न नियोजक के अधिभोगाधीन, किसी कारखाने, स्थापना, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके प्रभारी से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा, बहियां और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत करें और उनकी परीक्षा करने दें या ऐसी जानकारी दें जिसे वे आवश्यक समझते हैं; या
- (ग) प्रधान या आसन्न नियोजक की, उसके अभिकर्ता या सेवक की, या ऐसे किसी व्यक्ति को, जो ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में पाया जाए, यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना; या
- (घ) ऐसे कारखाने, स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखा, बही या अन्य दस्तावेज की नकल तैयार करना या उद्धरण लेना;
- (ङ) यथानिर्धारित अन्य शक्तियों का प्रयोग करना।
- (6) विनिवेश/निगमीकरण के मामले में, प्रदत्त छूट स्वतः रद्द हो जाएगी और तब नए प्रतिष्ठान को छूट हेतु समुचित सरकार की अनुमति लेनी होगी।

[सं. एस-38014/08/2014-एस.एस.-I]

अजय मलिक, अवर सचिव

New Delhi, the 18th August, 2017

S.O. 1985.—In exercise of the power conferred by Section 88 read with Section 91-A of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby exempts the regular employees of factories/establishments of **Indian Rare Earth Ltd., Rare Earths Division Udyogmandal, Kerala** from the operation of the said Act. The exemption shall be effective for a period of one year from the date of issue of notification.

2. The above exemption is subject to the following conditions namely:-

- (1) The aforesaid establishments wherein the employees are employed shall maintain a register showing the name and designations of the exempted employees';
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refundable;
- (4) The employer of the said factory/establishment shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred as the said period), such returns in such forms and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Social Security Officer appointed by the Corporation under Sub-Section (1) of Section 45 of the said ESI Act or other official of the Corporation authorized in this behalf by it, shall, for the purpose of :-
 - (i) Verifying the particulars contained in any returned submitted under sub-section (1) of section 44 for the said period; or
 - (ii) Ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
 - (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

- (iv) Ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory to be empowered to:
- require the principal or immediate employer to him such information as he may consider necessary for the purpose of this Act; or
 - at any reasonable time enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found in charge thereof to produce to such inspector or other official and allow him to examine accounts, books and other documents relating to the employment of personal and payment of wages or to furnish to him such information as he may consider necessary; or
 - examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person whom the said inspector or other official has reasonable cause to believe to have been an employee ; or
 - make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises,
 - exercise such other powers as may be prescribed.
- (6) In case of disinvestment/corporatization, the exemption granted shall become automatically cancelled and then the new entity will have to approach the appropriate Government for exemption.

[No. S-38014/08/2014-SS-I]

AJAY MALIK, Under Secy.

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 20/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/127/2011-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 20 of 2012) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/127/2011-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 20/2012

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer**Appearances :**

For the Employers : Shri D. K. Verma, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated : 27/07/2017

AWARD

By order No. L-20012/127/2011-IR(CM-I) dated 29/02/2012, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Godhur Colliery of M/s. BCCL in not allowing Sh. Kishore Manjhi, Line Mazdoor to resume his duty is fair and justified? To what to relief the concerned workman is entitled to?”

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 25/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/18/2016-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 25 of 2016) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/18/2016-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 25/2016

Employer in relation to the management of Sudamdih Shaft Mines of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer**Appearances :**

For the Employers : Shri D. K. Verma, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated : 25/07/2017

AWARD

By order No. L-20012/18/2016-IR(CM-I) dated 26/06/2016, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the Management of Sudamdih Shaft Mines of M/s. BCCL in non- payment of Monetary Compensation Smt. Shakuntala Devi, W/O Late Sachhida Nand Sah on the basis of the Award pronounced by CGIT No.1 Dhanbad in Ref. No. 82/1998 dated 19/10/2009 is fair and justified? If not, what relief the dependant is entitled to?”

2. After receipt of the reference, both parties are noticed. But after filing of written statement, none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 31/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/63/2014-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 31 of 2015) as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/63/2014-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 31/2015

Employer in relation to the management of Govindpur Area of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer

Appearances :

For the Employers : Shri U.N. Lall, Advocate

For the workman : Shri H.P. Gond, Rep.

State : Jharkhand

Industry : Coal

Dated : 28/07/2017

AWARD

By order No.-L-20012/63/2015 IR (C-I), dated. 13/07/2015 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of New Akashkinaree Colliery under Govindpur Area of M/s. BCCL in dismissing Sri Sohan Bhuia from the service of the Company w.e.f. 29.04.2005 is fair and justified? To what relief the concerned workman is entitled to?”

2. The case is received from the Ministry of Labour on 03.08.2015. After receipt of reference, both parties are noticed. The Sponsoring Union files their written statement on 11.01.2016. the management files their written statement-cum-rejoinder on 27.05.2016. Thereafter rejoinder & documents filed by both side.
3. The point involved in the reference is that the workman has been dismissed from his services on the ground of long absence.
4. During preliminary hearing of this case, domestic enquiry held by the management is accept by the workman as Fair & Proper, and it is revealed that the case is dismissal of workmen for long absence. But he has already out of service for 12 years. It is felt to give another chance to the workman to serve.
5. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee as General mazdoor Cat-1. But the workman be kept under probation for a period of two years. Therefore the question of giving back wages does not arise at all.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 20/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/97/2009-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 20 of 2010) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/97/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 20/2010

Employer in relation to the management of Sijua Area of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer

Appearances :

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal

Dated : 28/07/2017

AWARD

By order No. L-20012/97/2009-IR(CM-I) dated 11/02/2010, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

(i) Whether the action of the Bahujan mazdoor Union from the Management of Loyabad Coke Plant under Sijua Area of M/s. BCCL for proper basic pay fixation as per P/R with pay protection in respect of Sri Jadu Nandan Dusadh, Security Guard is justified and Legal? To what relief is the workman concerned entitled and from what date?

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 19/2016) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/160/2015-आईआर (सी-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 19 of 2016) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/160/2015-IR (C-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 19/2016

Employer in relation to the management of P.B. Area of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer**Appearances :**

For the Employers : Shri N.M. Kumar, Advocate

For the workman : Shri R.R. Ram, Rep.

State : Jharkhand

Industry : Coal

Dated : 27/07/2017

AWARD

By order No.-L-20012/160/2015 IR (C-I), dated. 15/12/2016 the Central Govt. in the Ministry of Labour has, in exercise of powers conferred by clause (d) of Sub-Section (1) and Sub-Section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following disputes for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of Hurriladih colliery of M/s. BCCL in dismissing Sri Laxman Bouri, M/Loader vide letter dated 03.06.2004 is fair and justified? To what relief the concerned workman is entitled to?”

2. The case is received from the Ministry of Labour on 22.02.2016 After receipt of reference , both parties are noticed. The Sponsoring Union files their written statement on 04.04.2016. the management files their written statement -cum-rejoinder on 17.01.2017. Thereafter rejoinder & documents filed by both side.
3. The point involved in the reference is that the workman has been dismissed from his services on the ground of long absence.
4. During preliminary hearing it is revealed that the case is dismissal of workmen for long absence. But he has already out of service for 13 years. It is felt to give another chance to the workman to serve.
5. Considering the facts and circumstances of this case, I hold that he be taken into job as a fresh employee as General mazdoor Cat-1 but subject to identification. And the workman be kept under probation for a period of two years. Therefore the question of giving back wages does not arise at all.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 19/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.08.2017 को प्राप्त हुआ था।

[सं. एल-20012/14/2009-आईआर (सीएम-1)]

एम. के. सिंह, अनुभाग अधिकारी

New Delhi, the 21st August, 2017

S.O. 1991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad (Ref. No. 19 of 2009) as shown in Annexure, in the industrial dispute between the employers in relation to the management of M/s. BCCL and their workmen, which was received by the Central Government on 11.08.2017.

[No. L-20012/14/2009-IR (CM-I)]

M. K. SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, DHANBAD**

In the matter of reference U/S 10(1) (d) (2A) of I.D. Act, 1947

Reference No. 19/2009

Employer in relation to the management of Kusunda Area of M/s. BCCL

AND

Their workman

Present : Shri R.K. Saran, Presiding Officer

Appearances :

For the Employers : Shri U. N. Lall, Advocate

For the workman : None

State : Jharkhand

Industry : Coal

Dated : 27/07/2017

AWARD

By order No. L-20012/14/2009-IR(CM-I) dated 02/04/2009, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

(i) Whether the action of the Management of Gondudih Colliery under Kusunda Area of M/s BCCL in not correcting the date of birth of Shri Sohan Singh, General Mazdoor as 21/09/1958 instead of 30/05/1951 is justified and legal? (ii) To what relief the workman concerned entitled?

2. After receipt of the reference, both parties are noticed. But none appears on behalf of the sponsoring Union/workman. Management is present. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स इण्डियन ऑयल कॉर्पोरेशन लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 122/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.08.2017 को प्राप्त हुआ था।

[सं. एल-30012/26/2014-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 21st August, 2017

S.O. 1992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 122/2014) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Indian Oil Corporation Ltd. and their workman, which was received by the Central Government on 18.08.2017.

[No. L-30012/26/2014-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT/LOK ADALAT, KANPUR

Industrial Dispute No. 122 of 2014**Between-**

Shri Hari Mohan son of Shri Nirpat Singh Pal
Village Dharampura
Post Dhana Jeevna,
Distt. Mathura (U.P.)
Mathura

And

The Executive Director,
India Oil Corp. Ltd.,
Mathura Refinery,
Mathura-281005

AWARD

1. Central Government, MoL, vide Notification No. L-30012/26/2014-IR (M) dated 29.10.2014 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of Indian Oil Corporation Ltd., Mathura Refinery, Mathura, M/s. Elpine travels, Mathura in terminating the services of Sh. Hari Mohan s/o Sh. Nirpat Singh workman w.e.f. April 2010 is just fair & legal? If not what relief the workman concerned is entitled to?
3. In the instant case a reference was referred to Central Government Industrial Tribunal-cum-Labor Court, Kanpur, whereupon notice to the claimant was issued under registered post by CGIT Kanpur for filing his claim in the case.
4. On 24.05.2017, when the case was taken up neither the worker turned up nor filed his claim statement despite availing of sufficient opportunities. Therefore, it appears that the worker is not interested in prosecuting his claim before this tribunal. As such having no option left with the tribunal except to give an award in the case against worker for want of pleadings and proof.
5. For the reasons given above, award is passed against worker holding that the worker is not entitled to any relief pursuant to the present reference order for want of pleadings and proof.
6. Reference is answered accordingly against the worker.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 21 अगस्त, 2017

का.आ. 1993.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स आईएनजी भविष्य लाइफ इंश्योरेंस कं. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, कानपुर के पंचाट (संदर्भ संख्या 57/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18.08.2017 को प्राप्त हुआ था।

[सं. एल-17012/7/2012-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 21st August, 2017

S.O. 1993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2012) of the Central Government Industrial Tribunal/Labour Court, Kanpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. ING Vysya Life Insurance Co. Ltd. and their workman, which was received by the Central Government on 18.08.2017.

[No. L-17012/7/2012-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE SRI SHUBHENDRA KUMAR, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, KANPUR**

Industrial Dispute No. 57 of 2012

Between-

Shri Aslam Hasan Khan,
Son of Sri Ajij Hasan Khan,
Resident of Pachbhaiya, P.O. Bhadohi,
District Sant Ravi Das Nagar, (Bhadohi)U.P.

And

The Director, Human Resources,
ING Vysya Life Insurance Co. Ltd.,
House No. 05, Floor No. 22,
M.G.Road, Bangalore,
and three others.

AWARD

1. Central Government, Mol, New Delhi, vide notification No. L-17012/7/2012/IR-(M) dated 28.06.2012 has referred the following dispute for adjudication to this tribunal.
2. Whether the action of the management of ING VYSYA BANK in terminating the services of Sri Aslam Hasan Khan w.e.f. 12.12.2009 is legal and justified? What relief the workman is entitled to?
3. In the instant case by a bare perusal of schedule of reference order it reveals that the dispute is with regard to workman Aslam Haan Khan and the ING VYSYA BANK over his alleged termination of service with effect from 22/12/2009, but while going through the array of parties it is quite clear that ING VYSYA LIFE INSURANCE CO. Ltd., has been arrayed as a party to the dispute. It is an apparent defect on the fact of reference order which cannot be cured by this tribunal.
4. Although the contesting parties have filed their pleadings, documentary as well as oral evidence but considering the defect in the reference order it will be a futile exercise to detail the facts of the case as the reference cannot be decided for the reasons that the defect is persisting in the reference order as pointed out above by me, therefore, the reference is left unanswered for the reasons given above.
5. For the reasons explained above reference is answered in the above terms.

SHUBHENDRA KUMAR, Presiding Officer

नई दिल्ली, 23 अगस्त, 2017

का.आ. 1994.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 125/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2017 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2017

S.O. 1994.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 125/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 23.08.2017.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Tuesday, the 18th July, 2017**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 125/2015**

[In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Overseas Bank and their workman]

BETWEEN :Sri J. Ravikumar : 1st Party/Petitioner**AND**

The General Manager : 2nd Party/Respondent
 Personnel Administration Department
 Indian Overseas Bank, Regional Office
 762, Anna Salai
 Chennai-600002

Appearance :

For the 1st Party/Petitioner : Sri C.R. Chandrasekaran, Advocate
 For the 2nd Party/Respondent : M/s. N.G.R. Prasad, Advocates

AWARD

This is an Industrial Dispute taken on file under 2(A)(2) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010).

1. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner had worked as Temporary Messenger at Kumbakonam Court Branch of the Respondent from 20.02.1999 to 06.07.2002. He had worked at Tirubhuvanam Branch from 02.03.2007 to 31.12.2010 without any break, in permanent vacancy. Similarly he had worked at Pookollai Branch from 04.01.2011 till he was made permanent on 23.12.2011. The petitioner was the only workman in the Sub-Staff cadre at these branches during this period. Considering the service of the petitioner as Temporary Messenger he was called for interview and the petitioner was taken as a Permanent staff w.e.f. 23.12.2011. He continued to serve at Pookollai Branch thereafter. The Respondent suddenly terminated the service of the petitioner on 20.05.2014. It was stated that the claim of the petitioner that he worked at Tirubhuvanam Branch from 02.03.2007 to 31.12.2010 is false. The petitioner was not given any opportunity to explain this unfounded allegation. The petitioner had been working as Temporary Messenger in all the three branches from 0900 AM till 0830 PM. He did all the duties as a Messenger and also had done clerical duties as instructed by the Manager. The petitioner had prepared several vouchers. The petitioner had signed vouchers for drawing conveyance expenses whenever he had to attend outdoor work. He had signed vouchers for drawing wages in different names in the year 2010 as instructed by the Branch Manager. There is no justification for the termination of the petitioner. An Award may be passed holding that termination of the petitioner from service is not legal and justified and also reinstating the petitioner in service with all attendant benefits.

2. The Respondent has filed Counter Statement contending as below:

A settlement under Section-12(3) of the ID Act was entered into between the Respondent and the recognized Trade Union on 17.02.2011 for absorption of Temporary Messengers/Sweepers, as a one-time measure, subject to satisfaction of certain educational qualification and prior service conditions. Besides other conditions a Temporary Messenger / Sweeper must have worked 240 or more days in a calendar year as on 15.11.2010 and should have continued to be working. On the basis of the settlement the Respondent issued circular regarding absorption of Temporary Messengers and Sweepers in permanent vacancies as a one-time measure. The petitioner had submitted application in Annexure-A as if he is eligible for absorption stating that he had worked for more than 240 days in a calendar year preceding 15.11.2010 at Tirubhuvanam Branch and had continued to work thereafter also. An interview was conducted based on the undertaking and declaration given by the petitioner and the petitioner was absorbed as Messenger by appointment letter dated 23.12.2011. The petitioner had joined as Messenger in pursuance of the appointment letter. However, on verification of the branch records it was found that the petitioner had not worked continuously for 240 days prior to the cut-off date. He had worked as casual labour on 27.03.2010, 12.06.2010 and 16.06.2010 only. The petitioner had gained employment by undue influence, he being the relative of the Office Bearer of the recognized union. The statement made by the petitioner in the application in Annexure-A given by him was not correct. Anyone who has not satisfied the requirements of the terms of the settlement is not eligible for absorption in permanent vacancy. The petitioner has given an undertaking that if the declaration made by him regarding the period of engagement is found false he is liable to be terminated from the service of the Bank. The details given by the petitioner in his application having been found false he was terminated from service by order dated 20.05.2014. The petitioner had obtained false certificate of service in connivance with the Branch Manager of the Tirubhuvanam Branch. Principles of natural justice cannot be afforded to a person who has committed fraud and misrepresentation in respect of his working period. The Central Bureau of Investigation had conducted an investigation and had found that huge bribe money was received by the Office Bearers of the Trade Union for induction of ineligible candidates as Messenger and Sweepers. The petitioner did not work for 240 days prior to the cut-off date. The petitioner is not entitled to any relief.

3. The petitioner has filed rejoinder in answer to the Counter Statement. He had denied the allegations in the Counter Statement and has reiterated the case in the Claim Statement.

4. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W12 and Ext.M1 to Ext.M14.

5. **The points for consideration are:**

(i) Whether termination of the petitioner from the service of the Respondent is justified?

(ii) What, if any is the relief to which the petitioner is entitled?

The Points

6. The petitioner has raised the dispute challenging the order of the Respondent on 20.05.2014 terminating him from his post as Permanent Messenger.

7. It is the case of the petitioner that he had worked as Temporary Messenger in the Respondent Bank for 288 days in Kumbakonam Court Branch and 1126 days in Tirubhuvanam Branch and had subsequently worked at Pookollai Branch also until he was made permanent in the service. He was made permanent by the Respondent after an interview and it is accordingly he started to work as Permanent Messenger at Pookollai Branch from 23.12.2011.

8. According to the Respondent it had entered into a settlement with the recognized union for absorption of Temporary Messengers and Sweepers as a temporary measure. A circular was issued and applications were called for on the basis of this settlement. The petitioner had applied for the post of Messenger asserting that he had worked for more than 240 days prior to 15.11.2010, the cut-off date mentioned in the settlement. It is the further case of the Respondent that the petitioner was taken as a Permanent Messenger after interview on the basis of the assertion made by him regarding his temporary service. However, subsequently on verification of records at Tirubhuvanam Branch it was found that he had not worked for 240 days prior to the cut-off date as claimed by him. Consequently, he had been terminated from service.

9. The termination of the petitioner from service is on the basis of Ext.M8, the Investigation Report submitted by MW1 who was the Senior Manager attached to the Enquiry Cell and had conducted investigation. Ext.M8 states that the petitioner was not continuously working during the year 2010 but had gained entry in service since he was related to an employee who was a Trade Union leader. MW1 has stated during his evidence that it was revealed as per the investigation that the petitioner had not worked at Tirubhuvanam Branch for the required days as claimed by him.

10. The petitioner had given evidence stating that he had been working for the Respondent Bank as Temporary Messenger for a long time. He had asserted that he had started to work from February 1999 at Kumbakonam Court Branch and had been there till the middle of 2002 and had again started to work at Tirubhuvanam Branch in March 2007 and was there till the end of 2010. According to him he was the only workman in the Sub-Staff cadre at the Branch at the time. He has stated that he was doing the work of a Clerk also while he was working as Messenger and had prepared several vouchers. According to the petitioner during 2010 wages used to be paid to him in different names.

11. It could be seen from the contention of the Respondent that the single reason for termination of the petitioner from service was that he had not completed 240 days of work prior to 15.11.2010 the cut-off date given in Ext.M2, the settlement regarding absorption of temporary workman. At the instance of the petitioner the Respondent has produced the general ledgers of Tirubhuvanam and Pookollai Branch which will reveal the transactions of these branches for the period. Ext.M10 is the ledger of the Tirubhuvanam Branch for the period from 02.03.2007 to 31.12.2010. According to the Respondent the petitioner had worked in Tirubhuvanam Branch in the year 2010 only on three days i.e. on 27.03.2010, 12.06.2010 and 16.06.2010. On going through the entire entries of the ledger for the period from 15.11.2009 to 15.11.2010, the calendar year prior to the cut-off date it is seen that there are two entries in the name of Ravi (petitioner is Ravikumar). In the year 2010, apart from the dates admitted by the Respondent there is one more entry on 19.06.2010 in the name of Ravi. During this period payments are seen made under different names. Several such names were extracted during cross-examination of MW1. It was suggested to MW1 that all these are entries on payments made to the petitioner under different names during this period. However, MW1 was not in a position either to deny or to assert this suggestion. He had prepared the Investigation Report on the basis that only a few entries appeared in the name of the petitioner in the ledger during the relevant period.

12. It is to be seen whether there is any basis for the claim of the petitioner that he was working as Temporary messenger at Tirubhuvanam Branch even from the year 2007 and had continued till 2010 and was working even at the time when the application was called for. Ext.M1 is the application alongwith undertaking given by the petitioner in Annexure-A seeking appointment as Permanent Messenger on the basis of the settlement. Though the petitioner would not refer to the settlement at all in his Claim Statement he has admitted that Ext.M1 is the undertaking that is given by him. In this he has specifically stated that he had worked for 288 days as Full-Time Sweeper at Kumbakonam and 1126 days as Messenger at Tirubhuvanam Branch and then at Pookollai Branch. There are three certificates attached to this annexure, given by the Branch Managers of Kumbakonam Court, Tirubhuvanam and Pookollai respectively. The Branch Managers had asserted the claim of the petitioner that he had worked for such and such days, as per these certificates. The curious thing to be noted is that in the counter Statement that the Respondent has not denied the case of the petitioner that he had worked at Kumbakonam Court, Tirubhuvanam and Pookollai Branches. The only reason given by the Respondent for termination is that he was not there at Tirubhuvanam Branch during 2010 in which case there was no question of his completing 240 days of work in the calendar year preceding the cut-off date. Even from

the absence of the denial of the Respondent in this respect it is to be assumed that the petitioner had worked at Kumbakonam Branch and had been at Tirubhuvanam Branch also even before 2010. This has been admitted by MW1 also when he was cross-examined with reference to Ext.M10. The transactions of the year 2007 and 2008 frequently refer to the petitioner as one who had received payment. The entries in Ext.M10 for the earlier period coupled with the admission of MW1 and absence of the denial of the Respondent would show that the petitioner had worked at Tirubhuvanam Branch and prior to that at Kumbakonam Court Branch. Even his service at Pookallai Branch after the cut-off date is not denied by the Respondent.

13. No doubt Ext.M10 the ledger for the relevant period would not reveal the work of 240 days by the petitioner in the calendar year prior to cut-off date. So on the basis of Ext.M10 alone it would not be possible to conclude that he had been there in the establishment during that period. However, the petitioner relied upon Ext.W12 containing the dates and numbers of the vouchers which according to him were prepared by him while he was at Tirubhuvanam Branch. He had stated that as instructed by the Branch Manager he had been preparing these vouchers. At the instance of the petitioner the Respondent has produced Ext.M14 (series) the copies of vouchers maintained at the Branch for the period from 02.01.2010 to 31.12.2010. The numbers given by the petitioner in Ext.W12 find a place among Ext.M14 (series). It is the definite case of the petitioner that the vouchers found in Ext.M14 with the numbers and dates given in Ext.W12 are in his handwriting. He has stated that these were prepared by him as instructed by the Branch Manager. MW1 was not able to assert or deny the case of the petitioner that these vouchers are in the hand of the petitioner. Thus, there is no denial of the evidence of the petitioner that these vouchers are in his hand. All these vouchers referred to by him appear in the same bold hand. In the absence of any evidence on the side of the Respondent there is no reason to reject the case of the petitioner that these vouchers were prepared by him.

14. The petitioner has been able to refer to Ext.M14 vouchers as if he is very much conversant with them. This could be done only by a person who has been dealing with it. The fact that there is no denial on the part of the Respondent regarding the work done by the petitioner in the Branch prior to the relevant period also probabalises the case of the petitioner. As could be seen, the petitioner was working in the Bank though temporarily even from 1999. Alongwith this is the fact that all the three Branch Managers had certified the service of the petitioner, not one alone. The Respondent has stated in the Counter Statement that proceedings had been taken against the Tirubhuvanam Branch for issuing a false certificate. However, it has come out during the cross-examination of MW1 that the Branch Manager had normal retirement from his service. There is nothing to show that any proceedings had been taken against him. One could understand that one Branch Manager supporting the petitioner at the instance of a Trade Union leader. However, all the Managers of three different branches had certified the work of the petitioner at the three different branches. When these aspects are taken into account the case of the petitioner that he had worked for more than 240 days during the relevant period prior to the cut-off date also at Tirubhuvanam Branch is to be accepted. In that case the termination of the petitioner is certainly illegal and unjustified. His termination was the result of an improper investigation and consequent report. The injustice is to be corrected by reinstating the petitioner in service.

On the basis of the above discussion an Award is passed as below:

The Respondent shall reinstate the petitioner in service within a month of the publication of the Award, with 75% backwages and all other attendant benefits. The arrears of pay shall be paid to the petitioner within a month of the publication of the Award. In default, interest at the rate of 7.5% per annum is payable from the date of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 18th July, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri J. Ravikumar
For the 2nd Party/Respondent : MW1, Sri K. Viswanathan

Documents Marked:

On the Petitioner's side

Ext. No.	Date	Description
Ext.W1	Various dates	Copies of Vouchers for weekly payment of wages to the First Party by the Second Party in the years 2007 to 2010
Ext.W2	-do-	Numbers relating to vouchers prepared by the First Party in 2010

Ext.W3	April 1994	SSLC mark-list of First Party
Ext.W4	16.06.1994	Transfer Certificate issued by the Government confirming his Backward Class (Padayachi) status
Ext.W5	25.04.2011	Thirubhuvanam branch certifying First Party for having worked there 02.03.2017 to 31.12.2011
Ext.W6	28.04.2011	Pookollai branch certifying First Party for working there from 04.0.2011
Ext.W7	28.11.2011	Advice for interview on 01.12.2011
Ext.W8	28.12.2011	Appointment Order
Ext.W9	20.05.2015	Termination Order
Ext.W10	16.03.2015	Dispute raised before the ALC-cum-Conciliation Officer, Chennai
Ext.W11	22.08.2015	First Party to ALC, Pondicherry
Ext.W12	Various dates	List of vouchers prepared by the petitioner in 2010

On the Management's side

Ext.No.	Date	Description
Ext.M1	28.04.2011	Undertaking letter given by the petitioner
Ext.M2	17.02.2011	Section 12(3) Settlement
Ext.M3	23.03.2011	Circular issued by the Respondent to all Branches
Ext.M4	23.12.2011	Appointment order issued to the petitioner
Ext.M5	09.04.2014	Central Bureau of Investigation Anti-Corruption Branch letter to the Respondent forwarding FIR
Ext.M6	11.04.2014	Central Bureau of Investigation Anti-Corruption Branch letter to the Respondent
Ext.M7	05.05.2014	Senior Manager, Thirubhuvanam letter to Investigation Officer, Central Office
Ext.M8	09.05.2014	Investigation Officer Report
Ext.M9	20.05.2014	Termination Order issued to petitioner
Ext.M10	02.03.2007 to 31.12.2010	General Ledger Transactions in Thirubhuvanam Branch
Ext.M11	04.01.2011 to 28.04.2011	General Ledger Transactions in Pookollai Branch
Ext.M12	28.09.2013	Petitioner letter to Investigation Officer
Ext.M13	09.05.2014	Investigation Officer Report enclosing Senior Manager, Thirubhuvanam Branch letter
Ext.M14 (series)	02.01.2010 to 31.12.2010	Vouchers of Thirubhuvanam Branch of Respondent.

नई दिल्ली, 23 अगस्त, 2017

का.आ. 1995.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 99/2012) को प्रकाशित करती है जो केन्द्रीय सरकार को 23.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/35/2012-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2017

S.O. 1995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 99/2012) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, New Delhi as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 23.08.2017.

[No. L-12012/35/2012-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF SHRI AVTAR CHAND DOGRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO.1, KARKARDOOMA COURT COMPLEX, DELHI

ID No. 99/2012

Shri Pawan Kumar S/o Shri Ram Singh,
R/o 425 H, Pocket 2,
Mayur Vihar, Phase I,
Delhi – 100 091

...Workman

Versus

The General Manager,
Syndicate Bank,
Sarojini House,
6 Bhagwan Dass Road,
New Delhi – 110 001

...Management

AWARD

A reference was received in the present case from the Ministry of Labour vide letter No.L-12012/35/2012-IR(B-II) dated 09/21.08.2012 under clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947(in short the Act) for adjudication of an industrial dispute, terms of which are as under:

‘Whether the action of the management of Syndicate Bank in terminating the services of Shri Pawan Kumar, Ex-Temporary Driver with effect from 31.12.2007 is legal and justified? What relief the concerned workman is entitled to?

2. It is clear from the pleadings that the claimant, Shri Pawan Kumar was employed with Syndicate Bank, the management on the post of driver since 01.01.2004 to 31.12.2007 and he was posted at Asaf Ali Road branch and was attached to the Chief Manager. Father of the claimant was also an ex-employee of the bank. Claimant always performed his duties with due diligence and never gave any chance of complaint to the management or its officers.
3. It is the case of the claimant that he was refused to perform his job on 31.12.2007 and was told by the management that a panel of drivers would be formed in the near future and only thereafter he would be called for duties. Upon this assurance claimant kept waiting for his empanelment and also visited the office of the management several times. He was casually given driving job and the claimant was insisting for a regular but of no use. Claimant on 20.04.2011 visited the branch and came to know that a panel has been formed in the bank 8-9 months back wherein 18-19 old drivers were empanelled, except the claimant. Claimant was highly surprised and tried to contact the management regard this but nobody gave any proper reply. Claimant has performed continuous duties in the bank without any break with effect from 01.04.2004 to 31.12.2007.
4. Claimant also served demand notice on 03.05.2011 which was duly received by the management. However, no positive action was taken on the same. Thereafter, matter was referred to the Conciliation Officer and the management has clearly admitted that panel of personal drivers was formed in the years 2008, 2009. Management, in fact, has adopted unfair labour practice of pick and choose, causing grave injury to the claimant. Claimant is still unemployed and is searching for a job after his illegal termination. Claimant has finally prayed for reinstatement in the job.
5. Claim was resisted by the management, who filed written statement taking preliminary objections that there was no relationship of employer and employee between the parties. Claimant was never in the employment of the management bank, as such cannot partake the character of workman under section 2(s) of the Act. In fact, he was engaged as personal driver of Shri H.R. Kamath, Chief Manager of Asaf Ali Road branch and was never appointed by the management. Having regard to the exigencies, bank permitted executives in Scale IV and above to engage personal drivers and claimed reimbursement of the connected expenses. Management has denied the other averments in the

statement of claim and it is alleged that the claimant has concealed material facts in respect of his engagement as personal driver. The management is a nationalized bank and a public sector undertaking and is governed by various statutes laws and guidelines issued by the Government of India. It is also denied that on 20.04.2011, claimant visited the bank and came to know about the panel formed by the bank wherein name of 18-19 drivers similar to the claimant were empanelled except the claimant. Finally, a prayed has been made for dismissal of the claim.

6. Against this factual background, my learned predecessor, on basis of pleadings of the parties, vide order dated 25.10.2012 framed the following issues:

- (i) Whether there was relationship of employer and employee between the claimant and the bank?
- (ii) As in terms of reference
- (iii) Relief

7. Claimant, in order to prove his case against the management examined himself as WW1 and tendered in evidence his affidavit Exc.WW1/A. He has also tendered in evidence documents Ex.WW1/1 to Ex.WW1/11. Management, in order to rebut the case of the claimant, examined Shri S. Murali Iyer as MW1 whose affidavit is Ex.MW1/A. He has also relied on documents Ex.WW1/M26, Ex.WW1/M23 to Ex.WW1/M25.

8. I have heard Shri Anil Tripathi, A/R for the claimant and Shri Rajesh Mahindru, A/R for the management.

Issue No.(i) and (ii)

9. Both these issues are inter related and can be conveniently disposed of and hence are being taken up together.

10. It is clear from the matrix of the case that the claimant is resting on the premise that he was in the employment of the management with effect from 01.01.2004 to 31.12.2007 and was performing his duties diligently. As per averments in the statement of claim there was no break in service of the claimant and was illegally stopped from resuming his duties after 31.12.2007. Stand of the management from inception is very clear and the management has taken specific plea that there was no relationship of employer and employee between claimant and the management inasmuch as the claimant was never employed by the management at any point of time. In fact, he was the personal driver of Shri H.R. Kamath, the then Chief Manager of Asaf Ali Road branch of the management. Engagement of personal driver by the Chief Manager is in accordance with the policy and guidelines issued by the bank by the Union Government and officers of the category of Scale IV and above were permitted to engage personal drivers. Bank has never appointed the claimant as personal driver with the bank nor the bank has any administrative control over the claimant. Work of personal driver is in no way connected with routine functioning of the bank. Such drivers are being engaged by the executives in their personal capacity and bank has no role to play in the engagement or termination of such personal drivers.

11. Evidence adduced by the claimant is on the same lines as the stand taken in the statement of claim. Claimant has admitted in his cross examination that he was never issued any appointment letter by the management. However, he had given his bio-data to Shri H.R. Kamath on 01.01.2004 and copy of the same is not available with the claimant. He has further admitted that no vacancy was advertised by the bank in any newspaper and one Shri Ashok, Peon already working in the branch informed him about vacancy of a driver in the bank. Though he has denied the suggestion that he was the personal driver of Shri HR Kamath, he is also driven cars of Shri Reddy, General Manager and Shri Bal Krishna Deputy General Manager. He has driven vehicle of Shri Sharma Assistant General Manager posted at ITO branch of the bank in 2008 and 2011. At this juncture, it is necessary to point out that the case of the claimant throughout has been that he was finally refused duty from 31.12.2007. Thus, as per his own case, he is not in the employment of the bank after 31.12.2007.

12. Now, the vital question before this Tribunal is whether the claimant was engaged as personal driver of Shri H.R. Kamath, Chief Manager of Asaf Ali Road branch of the management from 01.01.2004 to 31.12.2007. At this juncture, it is appropriate to refer to the various documents relied by the parties. It is clear from perusal of letter Ex.WW1/1 that the claimant had approached the Assistant General Manager of the bank wherein he has sought record pertaining to his engagement during the period 2004 to 2007. Letter Ex.WW1/2 is the reply to letter Ex.WW1/1 which shows that the claimant was engaged by the then Chief Manager of Asaf Ali Road branch from 01.01.2004 to 31.12.2007. Ex.WW1/3 and Ex.WW1/4 are the driving licence of the claimant. Perusal of Ex.WW1/5 shows that the claimant's date of birth is 17.10.1979 and he has hardly studied up to 9th standard. Ex.WW1/6 is the case certification which is not in dispute. Claimant has taken up the matter with the management by service Demand Notice Ex.WW1/7, wherein the claimant has reiterated the stand taken in the statement of claim. Ex.WW1/9 shows that various amounts were sanctioned as salary of the claimant as driver. Bare perusal of all these documents would show that various amounts were withdrawn by the manager of the bank so as to make payment of sundry allowances, including driver's salary. There is also mention of uniform charges Ex.WW1/M4 and in Ex.WW1/M3 there is mention of reimbursement of medical expenses to driver. In debit slip Ex.WW1/5, there is mention of conveyance charges to Pawan Kumar – Rs.50.00. In

Ex.WW1/M6 there is mention of salary of Rs.4,400.00. In another debit slip there is mention of general charges – salary of driver, for going to Janpath for servicing of bank car etc. Ex.WW1/20 is the receipt issued by Shri H.R. Kamath being reimbursement of medical expenses which was incurred by the claimant Shri Pawan Kumar and his signatures are also there on the said receipt. To the similar effect is receipt Ex.WW1/20 which shows that a sum of Rs.1000.00 was received from Shri Kamath, being reimbursement for getting two sets of uniform stitched. Thus, it is clear from various debit slips mentioned above that managers of the bank were making various payments, including salary, services charges, medical expenses etc. to the claimant. Thus, I am not in agreement with the contention of the management that salary was being paid by Shri Kamath in his individual capacity and the management has never engaged the claimant as their driver. If it was really so, where is the question of making payment of medical expenses, uniform charges etc. to the claimant, when he not performing duties in the bank. Moreover, all these payments are made from the kitty of the bank.

13. Now the moot point before this Tribunal is whether the claimant herein can be termed as 'workman' so as to create relationship of employer and employee between management and the claimant. In order to appreciate submissions raised at the bar by the respective parties in respect of the status of the claimant as 'workman' for the purpose of the Act, it is necessary to reproduce the definition of workman under section 2(s) of the Act :

"workman" means any person (including an apprentice employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-

- (i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or
- (ii) who is employed in the police service or as an officer or other employee of a prison; or
- (iii) who is employed mainly in a managerial or administrative capacity; or
- (iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, function mainly of a managerial nature.

14. Bare perusal of the above definition would show that in industrial law there is no distinction between permanent or temporary employee as long as a person is in the employment and is doing any category of work, i.e. manual, unskilled etc. for the employer, he is to be treated as a workman under the industrial disputes Act and still get benefit of the same. Contention of the management that no letter of appointment was issued to the claimant regarding his engagement with the bank as driver though appears to be quite attractive, yet in view of settled legal position as well as evidence on record it is clear that the claimant was driving the car belonging to the management and it clearly suggests that the claimant was engaged to drive the above official car, i.e. Maruti 800 bearing registration No.DL 7C 7189, belonging to the management bank and not personal car of the driver.

15. Hon'ble Apex Court also in the case of Management of Sonepat Co-operative Sugar Mills Ltd. vs. Ajit Singh (AIR 2005 (105) FLR I) has laid down the criteria to ascertain whether a person is a workman or not and observed that a person would come within the purview of the definition of the workman if he is employed in any industry and performs any manual, unskilled, skilled, technical, operational, clerical or supervisory work. It is also trite that designation given by the employer to a workman is not a decisive factor and what is important is the nature of duties being performed by such workmen so as to decide the question whether he or she is a workman under the industrial law or not.

16. It has been held by the Hon'ble Apex Court in the case of Devender Singh Vs. MC Sanaur (AIR (2001) SCC 2532) wherein while interpreting provisions of Section 2(s) of the Act, which deals with definition of workman, as under:

'The source of employment, the method of recruitment, the terms and conditions of employment/contract of service, the quantum of wages/pay and the mode of payment are not at all relevant for deciding whether or not a person is a workman within the meaning of [Section 2\(s\)](#) of the Act.

The definition of workman also does not make any distinction between full time and part time employee or a person appointed on contract basis. There is nothing in the plain language of [Section 2\(s\)](#) from which it can be inferred that only a person employed on regular basis or a person employed for doing whole time job is a workman and the one employed on temporary, part time or contract basis on fixed wages or as a casual employee or for doing duty for fixed hours is not a workman.

15. Whenever an employer challenges the maintainability of industrial dispute on the ground that the employee is not a workman within the meaning of [Section 2\(s\)](#) of the Act, what the Labour Court/Industrial Tribunal is required to consider is whether the person is employed in an industry for hire or reward for doing manual, unskilled, skilled, operational, technical or clerical work in an industry. Once the test of employment for hire or reward for doing the specified type of work is satisfied, the employee would fall within the definition of 'workman'.
17. Since in the case on hand, claimant herein was admittedly doing work not only for the Manager of the bank but also for other officials with whom claimant was entrusted by the manager for official work, as is clear from the documents relied upon by the parties. As such, this Tribunal is of the considered opinion that the claimant falls within the definition of 'workman'.
18. During the course of arguments, learned A/R for the management strongly relied upon letter Ex.WW1/M23 and urged that the claimant herein could not be absorbed as per policy contained in the letter as he was not fulfilling the conditions contained in the above letter. It is clearly provided in condition No.14 of the above letter that the candidate must be driving bank vehicle for more than 6 years. Admittedly, in the present case claimant has not completed service of six years as he has worked only from 01.01.2004 to 31.12.2007. Bank has not considered the case of the claimant herein in terms of Ex.WW1/M23 in view of the stipulation of six years of services as contained in letter Ex.WW1/M23, which the claimant admittedly was not satisfying. But the case of the claimant is independent of the above letter as he was admittedly working from 01.01.2004 up to 31.12.2007 and thus has completed 240 days in a calendar year. Management cannot absolve or get rid of the consequences of engagement of the claimant solely on the ground that he was engaged by the manager as personal driver. I have gone through the ratio of judgement in *M. Veerappanvs Chairman and Managing Director (2014) LLR 195*. In the said case, petitioner was engaged as a personal driver by the Executive of the bank since 1983 for driving official car of the bank. Wages paid to the driver was determined and reimbursed by executives of the bank. Bank had employed the petitioner and such services were later on terminated. In the said case, it was provided by positive evidence that appointment of driver was made by the executive of the bank in his personal capacity without following recruitment rules applicable to the bank. But in the case on hand, virtually scenario is found to be different, in as much as evidence has come on record that the claimant was being paid not only salary through the management but also getting medical allowance, uniform etc and other charges from time to time. In the above case, there was no proof of salary being paid by the management whereas in the present case, evidence as discussed above, is almost ample on record that he was being paid salary from the coffers of the bank.
19. It is further clear from Ex.WW1/2, management has admitted in letter "Shri Pawan Kumar, **temporary driver with us** with effect from 02.01.2004". This letter is duly signed by the Assistant General Manager. Use of expression 'with us' and the is clearly suggestive of the fact that the claimant was employed by the Chief Manager as temporary driver. Further, the Tribunal cannot ignore the fact that reference received by this Tribunal from Ministry of Labour, Government of India, is whether termination of service of Shri Pawan Kumar by the bank is legal and justified, which also suggests that services of the claimant was terminated by the management of the bank and the only point which is to be seen is whether the said termination is illegal and unjustified. Since the claimant has completed 240 days in a calendar year as is clear from evidence on record, management was required to serve one months notice or salary in lieu of such notice as required under Section 25-F of the Act. Non-issuance of such notice or non-payment of one months' notice in lieu thereof has dealt a crippling blow to the case of the management.
20. Issuance of letter Ex.WW1/2 by the Assistant General Manager to the General Manager of the bank clearly shows that Shri Pawan Kumar was engaged as temporary driver with the bank with effect from 01.01.2004. Use of the expression in the head note of the letter '**Temporary Driver with us**', by the bank is again suggestive of the fact that the claimant was not a personal driver of Shri Kamath but he was a temporary driver with the bank. Permanent licence Ex.WW1/3, Ex.WW1/4 and Ex.WW1/5 and case certificate Ex.WW1/6 is again suggestive of the fact that the bank has tried to fulfill the codal formalities required being followed for engagement of drivers who are required to possess valid driving licence under the provisions of Motor Vehicles Act so as to drive any vehicle.
21. Shri Murali Iyer MW1, in his statement has also not disputed issuance of Ex.WW1/2 which is addressed by Assistant General Manager of the bank to the General Manager, as well as copy of Circular Ex.WW1/23. He has also admitted that since 2008 bank has regularized personal drivers as sub staff 3-4 times. No doubt, claimant herein has not completed requisite service of six years as on the date when policy Ex.WW1/M23 was issued by the management but the case of the claimant herein is not based on the said letter but on the plea that he has completed 240 days in a calendar year while working for the management bank. Claimant has proved the factum of engagement and also the fact of his having worked with the management as personal driver and he was admittedly driving official vehicle and was doing all types of codal work. He has been paid not only salary but also was paid medical expenses, uniform etc. If he was a personal driver engaged by Shri Kamath, there was no need for the bank to have reimbursed expenses on uniform, medical etc. Claimant was being paid by the bank as the work which was being taken from the claimant was for the benefit of the bank and not solely for the use of Shri Kamath.

22. It is the submission of the management that the claimant herein was solely engaged by Shri H.R. Kamath as his personal driver and management has nothing to do with his engagement as driver has again been falsified by the evidence on record as it has come in the cross examination of the claimant that not only Shri H.R. Kamath, but he has also worked as driver of Shri Reddy, General Manager and Shri Bal Krishna Deputy General Manager and Shri Sharma Assistant General Manager. Moreover, overall evidence on record is also suggestive of the fact that from time to time, bank has engaged the workmen by branding them as personal drivers but fact of the matter remains that they were performing duties not solely for such managements but were doing other official work of the management also. In such a situation, this practice being followed previously by the bank so as to engage drivers by branding them as personal drivers of managers is clearly unfair trade practice and militates against beneficial and social welfare and industrial legislation. Everything appears to have been done so that the drivers cannot claim themselves to be in the employment of the management bank.

23. The other residual question is as to what relief the claimant is entitled to? It was seriously urged on behalf of the claimant that he is unemployed after his termination. There is no evidence on record to suggest that the claimant was gainfully employed after his termination. More so, in the absence of any evidence adduced by the management to this effect, version of the claimant is to be accepted.

24. Regarding claim of back wages, it has been made amply clear in *Deepali Gundu Surwase vs. Kranti Junior Adyapak Mahavidyalaya (D.Ed) and others* (2013 Lab.I.C. 4249), as under:

‘Ordinarily, an employee or workman whose services are terminated and who is desirous of getting back wages is required to either plead or at least make a statement before the adjudicating authority or the Court of first instance that he/she was not gainfully employed or was employed on lesser wages. If the employer wants to avoid payment of full back wages, then it has to plead and also lead cogent evidence to prove that the employee/workman was gainfully employed and was getting wages equal to the wages he/she was drawing prior to the termination of service. This is so because it is settled law that the burden of proof of the existence of a particular fact lies on the person who makes a positive averments about its existence. It is always easier to prove a positive fact than to prove a negative fact. Therefore, once the employee shows that he was not employed, the onus lies on the employer to specifically plead and prove that the employee was gainfully employed and was getting the same or substantially similar emoluments.’

25. Ratio of this judgement has been subsequently reiterated and followed by Hon’ble Apex Court as well as High Court. In such a situation, in view of the ratio of law laid down by the Hon’ble Apex Courts, I am of the view that the claimant is entitled to full back wages.

26. As a sequel to my discussion herein above, it is held that termination of services of the claimant, Shri Pawan Kumar, ex-temporary driver with effect from 31.12.2007 is illegal, unjustified, against principles of natural justice and is in violation of provisions of Section 25-F of the Act. Thus, the same is held to be arbitrary and illegal and as a corollary Shri Pawan Kumar, the claimant herein is ordered to be reinstated with full back wages. An award is accordingly passed. Let this award be sent to the appropriate Government, as required under Section 17 of the Industrial Disputes Act, 1947, for publication.

Dated : June 14, 2017

A. C. DOGRA, Presiding Officer

नई दिल्ली, 23 अगस्त, 2017

का.आ. 1996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार यूको बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 41/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23.08.2017 को प्राप्त हुआ था।

[सं. एल-12012/113/2007-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 23rd August, 2017

S.O. 1996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 41/2008) of the Central Government Industrial Tribunal-cum-

Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of UCO Bank and their workmen, received by the Central Government on 23.08.2017.

[No. L-12012/113/2007-IR (B-II)]

RAVI KUMAR, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 41/2008

भरत पाण्डेय, पीठासीन अधिकारी

रेफरेन्स नं.-L- 12012/113/2007 –IR(B-II) दिनांक 05/02/2008

श्री रतन सिंह भाटी पुत्र श्री भंवर सिंह भाटी
निवासी बी – 101,
शान्ति नगर, नियर अजीत स्कूल,
एन.बी.सी. रोड,
जयपुर – (राजस्थान)

बनाम

उप महाप्रबन्धक, यूको बैंक,
अंचल कार्यालय, आर्केड इंटरनेशनल,
सिविल लाइंस, अजमेर रोड,
जयपुर, राजस्थान।

प्रार्थी की तरफ से : श्री प्रदीप अस्थाना – एडवोकेट

अप्रार्थी की तरफ से : श्री सुरेन्द्र सिंह – एडवोकेट

: पंचाट :

दिनांक : 28-06-2017

1. केन्द्रीय सरकार द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 10 उपधारा 1 खण्ड (घ) के अन्तर्गत दिनांक 05.02.2008 के आदेश से प्रेषित विवाद के आधार पर यह प्रकरण न्यायनिर्णयन हेतु संस्थित है। केन्द्रीय सरकार द्वारा प्रेषित विवाद निम्नवत् है :-

“Whether the action of management of UCO Bank, Jaipur through Dy. General Manager in retrenching the services of Shri Ratan Singh Bhati, Driver cum messenger on 15.01.2007 is legal and justified? If not, what relief the workman is entitled to and from which date?”

2. स्टेटमेन्ट ऑफ क्लेम में दिये गये तथ्यों के अनुसार संक्षिप्ततः प्रार्थी का कथन है कि प्रार्थी रतन सिंह भाटी को उपमहाप्रबन्धक, क्षेत्रीय कार्यालय, जयपुर ने दिनांक 6.4.94 को वाहन चालक-कम चपरासी के पद पर नियुक्त किया था।

3. विपक्षी ने प्रार्थी को बिना कोई कारण बताये और बिना किसी पूर्व सूचना के दिनांक 11.3.95 को सेवा से अवैध रूप से हटा दिया था जिसके विरुद्ध प्रार्थी ने सी.आई.टी. केस नं. 1/97 रतन सिंह भाटी बनाम डिविजनल मैनेजर संस्थित किया था जिसमें प्रार्थी को सेवा में पुनर्स्थापित किये जाने का आदेश दिनांक 28.7.2000 को पारित हुआ था। प्रार्थी की सेवा में पुनर्स्थापना के विरुद्ध विपक्ष की याचिका माननीय राजस्थान उच्च न्यायालय ने निरस्त की तथा उक्त याचिका में पारित आदेश के विरुद्ध अपील माननीय उच्च न्यायालय की खण्डपीठ ने निरस्त की। इसके बाद विपक्षी ने दिनांक 16.12.06 को पत्र द्वारा प्रार्थी को संदेश भेजकर सेवा में सम्मिलित होने के लिए कहा जिसके अनुपालन में प्रार्थी दिनांक 23.12.06 को सेवा में पुनः सम्मिलित हुआ।

4. विपक्ष ने पुनः बिना कोई कारण बताये एवं बिना किसी पूर्व सूचना के दिनांक 15.1.07 को अवैध रूप से सेवा से हटा दिया और सेवा में वापस न लेने के कारण वर्तमान मामला न्यायनिर्णयन हेतु याची ने प्रस्तुत किया। आगे प्रार्थी का कथन है कि उसने दिनांक 23.12.06 से 15.1.07 तक नियमित कार्य किया परन्तु विपक्ष ने दिनांक 15.1.07 को अवैध तरीके से छटनी आदेश पारित कर दिया जबकि प्रार्थी से कनिष्ठ कर्मचारी श्री राजेन्द्र गुर्जर को सेवा में बहाल रखा गया है।

5. विपक्ष ने औद्योगिक विवाद अधिनियम की धारा 25 एफ, 25 जी तथा 25 एन के प्राविधान का पालन नहीं किया है न ही वरिष्ठता सूची तैयार की है और न नहीं वरिष्ठता के क्रम में छटनी की है। नियोजक का यह कथन कि प्रार्थी के लिए काम नहीं है सर्वथा असत्य है। प्रार्थी वाहन चालक-कम चपरासी का कार्य करता रहा है तथा नियोजक के पास चपरासी/संदेश वाहक का पद रिक्त है तथा उससे कनिष्ठ संदेशवाहकों को सेवा में रखा गया है अतः प्रार्थी के साथ विपक्ष द्वारा अनुचित श्रम व्यवहार

किया गया है जो दण्डनीय है तथा प्रार्थी की सेवासमाप्ति अवैधानिक है। अन्त में प्रार्थी ने याचना की है कि उसे विगत सम्पूर्ण वेतन एवं लाभ सहित सेवा में पुनर्स्थापना का आदेश पारित किया जाय।

6. विपक्ष द्वारा याचिका के जवाब में याचिका के प्रस्तर एक के कथन को स्वीकार किया गया है कि रिफरेन्स न्यायनिर्णयन हेतु प्रेषित है। प्रस्तर 2 लगायत ता 5 के सम्बन्ध में कहा गया है कि जिस प्रकार लिखा गया है वैसा स्वीकार नहीं है। प्रस्तर 6 एवं 7 के सम्बन्ध में कहा गया है कि इन प्रस्तरों के कथन असत्य है इसलिए स्वीकार नहीं है।

7. आगे यह कहा गया है कि प्रार्थी को वाहन चालक के पद पर बैंक ने न तो नियुक्त किया था और न ही बैंक में वाहन चालक का कोई पद रिक्त था। वाहन संख्या आर.एन.डी. 171 मण्डल प्रबन्धक को व्यक्तिगत उपयोग हेतु दिया गया था जिसे वह स्वयं अपने निजी उपयोग हेतु चला सकते थे या स्वयं व्यक्तिगत स्तर पर वाहन चालक रख सकते थे। जो वाहन बैंक अधिकारी को दिये गये थे उसे उन्हें व्यक्तिगत रूप से ही चलाना था। यदि अधिकारी स्वयं वाहन न चलाकर व्यक्तिगत रूप से वाहन चालक रखते हैं तो बैंक द्वारा अधिकारी को निर्धारित दर पर निजी वाहन चालक के लिए पुर्नभरण किया जाता है। माननीय सर्वोच्च न्यायालय ने ऐसे निजी वाहन चालकों को जिन्हे नियम एवं सेटलमेन्ट के अनुसार नियुक्ति नहीं दी गयी थी उन्हें बैंक कर्मचारी माना।

8. आगे कथन है कि प्रार्थी ने पूर्व में 6.4.94 से 11.3.95 तक कार्य किया था और कार्य की आवश्यकता न होने पर मण्डल अधिकारी ने हटा दिया था जिसके विरुद्ध माननीय न्यायाधिकरण द्वारा 28.7.2000 को याची के पक्ष में एवार्ड पारित किया जाना स्वीकार है और उक्त एवार्ड के अनुपालन में प्रार्थी को सेवा में ले लिया गया था। प्रार्थी के पक्ष में दिनांक 11.3.95 से “काम नहीं तो वेतन नहीं” के आधार पर सेवा में बिना निरन्तरता के पुनर्स्थापना का आदेश पारित हुआ था।

9. प्रार्थी को दिनांक 16.12.08 के पंजीकृत डाक द्वारा पत्र के माध्यम से सूचित किया गया कि वह ड्यूटी पर उपस्थित होवे और नोटिस में इस बात का भी जिक्र कर दिया गया था कि उसको पदस्थापन व्यक्तिगत चालक की रिक्ति उपलब्ध होने पर आधारित है। नोटिस की फोटोप्रति जवाब के साथ संलग्न है।

10. प्रार्थी को दिनांक 16.12.06 को सेवा में पुनर्स्थापित किया गया जो 23.12.06 से 15.1.07 तक उपस्थित रहा परन्तु कार्य व पद न होने की वजह से धारा 25 एफ के प्राविधान का पालन करते हुए दिनांक 15.1.07 के आदेश द्वारा प्रार्थी को सम्पूर्ण मुआवजा देकर उसकी छंटनी कर दी गयी। छंटनी आदेश की प्रति वादोत्तर के साथ संलग्न है। छंटनी मुआवजा से सम्बन्धित 18,950 रुपये का पे-आर्डर संख्या 266839 दिनांक 15.01.07 प्रार्थी को दिया गया जिसकी प्रति संलग्न वादोत्तर है।

11. क्लेम के जवाब में स्पष्ट रूप से यह कहा गया है कि राजेन्द्र गुर्जर को विपक्ष द्वारा नहीं रखा गया है। आगे यह कथन है कि धारा 25 एफ, 25 जी 25 एच तथा 25 M- की कोई अवहेलना नहीं की गयी है।

12. बैंक में वाहन चालकों की नियुक्ति के सम्बन्ध में कहा गया है कि इसके लिए बैंक में वाहन चालकों की नियुक्ति के लिए सेवा नियम बने हुए हैं जिसके अनुसार नियुक्ति की जाती है जिसमें अनुसूचित जाति एवं अनुसूचित जनजाति कि अभ्यर्थियों के लिए आरक्षण दिये जाने का भी प्राविधान है। इस प्रकार वाहन चालकों की नियुक्ति निर्धारित प्रक्रिया के अन्तर्गत की जाती है। आगे यह कथन है कि वाहन चालक के स्वीकृत पद बैंक के पास नहीं है इसलिए कार्य एवं स्वीकृत पद के अभाव में और प्रार्थी के कनिष्ठतम होने के कारण उसकी छंटनी की गयी है। यह भी कहा गया है कि प्रार्थी का यह कहना गलत है कि उससे कनिष्ठ चपरासी या संदेशवाहक कार्य कर रहे हैं।

13. यह भी कहा गया है कि वाहन चालक—कम चपरासी का कोई पद बैंक में नहीं है इसलिए इस सम्बन्ध में प्रार्थी का कथन स्वीकार नहीं है। प्रार्थी की छंटनी करने में औद्योगिक विवाद अधिनियम के प्राविधानों का उल्लंघन नहीं किया गया है एवं प्रार्थी की याचिका खारिज होने योग्य है।

14. प्रार्थी ने जवाबुलजवाब प्रस्तुत कर याचिका के कथन की पुनरावृत्ति की है एवं कहा है कि याची को वाहन चालक—कम—सहायक स्टाफ के पद पर नियुक्ति दी गयी थी। यह भी कहा गया है कि विपक्ष की सेवामुक्ति का आदेश न्यायाधिकरण के आदेश दिनांक 28.7.2000 की भावना के प्रतिकूल है। बैंक में नियुक्त समस्त निजी वाहन चालकों से कार्य के पश्चात सहस्टाफ के पद का कार्य लिया जाता था अतः समस्त वाहन चालकों का पदनाम वाहन चालक—सह—सन्देश वाहक था। यह भी कहा गया है कि याची याचित अनुतोष पाने का हकदार है।

15. याचिका के समर्थन में याची की शपथ—पत्र साक्ष्य में प्रस्तुत है जिनकी प्रतिपरीक्षा विपक्ष ने की है। विपक्ष की तरफ से साक्ष्य में श्री नवरतन सोगानी, वरिष्ठ प्रबन्धक की शपथ—पत्र प्रस्तुत है जिनकी प्रतिपरीक्षा याची पक्ष ने की है।

16. प्रलेखीय साक्ष्य के रूप में याची पक्ष ने विपक्ष के पत्र दिनांक 16.12.2006 तथा छंटनी आदेश दिनांक 15.1.2007 की पे आर्डर सहित फोटोप्रति प्रस्तुत की है। इसके अतिरिक्त यूनिन के पत्र दिनांक 1.8.2007 की फोटोप्रति प्रस्तुत की है जो कर्मचारियों को सम्बोधित है। इसके अतिरिक्त याची ने फिहरिस्त से नौ अन्य अभिलेख प्रस्तुत की है जो पत्रावली पर हैं। विपक्ष की तरफ से कोई अभिलेख नहीं प्रस्तुत है।

17. मैनें उभयपक्ष के विद्वान प्रतिनिधि की बहस सुनी तथा पत्रावली का सम्यक अवलोकन किया।

18. याची के विद्वान प्रतिनिधि ने यह बहस की है कि याची उपमहाप्रबन्धक का व्यक्तिगत चालक था लेकिन उससे चपरासी का कार्य भी लिया जाता था एवं वह वाहन चालक—कम चपरासी के पद पर नियुक्त था इसलिए विपक्ष द्वारा यह कहकर छंटनी किया जाना कि चालक का कोई पद रिक्त नहीं था विधिसंगत नहीं है तथा याची की सेवामुक्ति का आदेश निरस्त होने योग्य है। औद्योगिक विवाद अधिनियम की धारा 25 जी, 25 एच के उल्लंघन का सन्दर्भ भी लिया गया है। उक्त बहस का प्रतिवाद

कर विपक्ष के विद्वान प्रतिनिधि ने बहस की है कि प्रार्थी व्यक्तिगत चालक के पद पर रखा गया था और माननीय न्यायाधिकरण के आदेश के अनुपालन में भी वह पुनः उसी पद पर रखा गया। व्यक्तिगत चालक की आवश्यकता न रहने के कारण और कार्य के अभाव में उसे बैठाकर नहीं रखा जा सकता था अतः विधिक प्रक्रिया का अनुसरण कर तथा धारा 25 एफ का अनुपालन कर प्रार्थी की विपक्ष द्वारा छंटनी की गयी जो आवश्यक थी तथा ऐसा किया जाना विधिसंगत है। यह बहस भी की गयी है कि धारा 25 जी एवं 25 एच के प्राविधान आकर्षित नहीं होते हैं क्योंकि प्रार्थी को हटाये जाने के बाद कोई नयी नियुक्ति नहीं की गयी है और प्रार्थी से कनिष्क कोई सेवा में उसकी छंटनी के पूर्व नहीं था।

19. उभयपक्ष की बहस के सन्दर्भ में पक्षकारों द्वारा प्रस्तुत साक्ष्य की व्याख्या आवश्यक है। यह तथ्य सिद्ध करने का भार याची पक्ष पर है कि उसकी छंटनी विपक्ष ने विधि विरुद्ध की है। याचिका के तथ्य तथा विपक्ष द्वारा याचिका के जवाब में प्रस्तुत कथन से यह प्रकट है कि याची दिनांक 23.12.06 को सेवा में पुनर्स्थापित हुआ था। दिनांक 15.1.07 को विपक्ष ने औद्योगिक विवाद अधिनियम की धारा 25 एफ का अनुपालन करते हुए उसकी सेवा से छंटनी कर दी और छंटनी का आदेश दिनांकित 15.1.07 (M-2) पारित करते हुए 12,950.00 रुपये मुआवजा की धनराशि से सम्बन्धित पे-ऑर्डर दिनांकित 15.1.07 (M-3) प्रार्थी को प्रदान किया। याची ने अपनी प्रतिपरीक्षा में स्वीकार किया है कि छंटनी आदेश एम-2 में वर्णित राशि रूपया 12,950.00 की धनराशि विपक्ष ने उसे दे दी है। उक्त राशि में तीन माह के वेतन के बराबर छंटनी से सम्बन्धित क्षतिपूर्ति की राशि 9066.00 रूपया, नोटिस के बदले एक माह के वेतन की राशि 2590.00 रूपया, तथा 01 जनवरी से 15 जनवरी तक की वेतन की राशि रूपया 1295.00 शामिल है। साक्षी ने यह भी कहा है कि वह वर्तमान समय में दो-ढाई हजार रूपया प्रतिमाह कमाता है। पुनः स्वयं यह उल्लेख भी किया है कि कभी नहीं भी कमाता है। श्री नवरतन सोगानी, वरिष्ठ प्रबन्धक ने प्रतिपरीक्षा में कहा है कि याची मण्डल प्रबन्धक के निजी वाहन चालक के रूप में कार्यरत था। याची ने भी प्रतिपरीक्षा में यह स्वीकार किया है कि वह मण्डल प्रबन्धक की गाड़ी चलाता था। विपक्षी साक्षी की सम्पूर्ण प्रतिपरीक्षा के सूक्ष्म अवलोकन से ऐसा कोई सारवान तथ्य प्रकाश में नहीं है जिससे धारा 25 एफ की विपक्ष द्वारा उल्लंघन किये जाने की स्थिति बनती हो।

20. यहाँ इस तथ्य का उल्लेख महत्वपूर्ण है कि पत्रावली के अवलोकन से यह जाहिर है कि इसके पूर्व याची श्री रतन सिंह भाटी की बैंक ने दिनांक 12.3.95 को सेवा समाप्त कर दी थी जिसमें रिफरेन्स के अनुसार रतन सिंह चालक के पद पर 06.4.94 से कार्यरत रहना बताये गये हैं। न्यायाधिकरण ने अपने पंचाट दिनांक 28.7.2000 द्वारा सेवासमाप्ति आदेश धारा 25 एफ का अनुपालन न पाये जाने के कारण निरस्त किया एवं प्रार्थी की सेवा में पुनर्स्थापना हेतु आदेशित किया जिसमें विगत वेतन एवं सेवा की निरन्तरता का लाभ नहीं प्रदान किया गया। आदेश दिनांक 28.7.2000 के विरुद्ध सिविल रिट याचिका संख्या 88/2001 माननीय राजस्थान उच्च न्यायालय की एकपीठ द्वारा दिनांक 15.3.2001 को निरस्त की गयी और 15.3.2001 के विरुद्ध डी.बी. सिविल रिट अपील 336/01 माननीय खण्डपीठ द्वारा 21.2.06 को निरस्त की गयी। विपक्षी साक्षी की प्रतिपरीक्षा से ऐसा प्रतीत होता है माननीय खण्डपीठ के निर्णय दिनांक 21.2.06 के विरुद्ध माननीय सर्वोच्च न्यायालय में अपील प्रस्तुत की गयी थी जो खारिज हुई। माननीय सर्वोच्च न्यायालय का आदेश पत्रावली पर किसी पक्ष ने नहीं प्रस्तुत किया है। विपक्षी साक्षी ने स्वीकार किया है कि माननीय सर्वोच्च न्यायालय के आदेश के बाद ही 23.12.06 को प्रार्थी को सेवा में पुनर्स्थापित किया गया।

21. याची पक्ष की तरफ से स्वयं को विभिन्न जगहों पर विभिन्न पदनामों से सम्बोधित किया गया है। याची के विद्वान प्रतिनिधि ने बहस में इस बात को उठाते हुए यह उल्लेख किया है कि याची केवल चालक नहीं बल्कि चपरासी का कार्य भी करता था इसलिए विपक्ष पद न होने के अभाव में अन्यत्र भी याची को समायोजित कर सकता था। यह दर्शाने के लिए कि याची चालक के अतिरिक्त चपरासी के पद से जुड़े कार्य भी करता था न्यायाधिकरण का ध्यान 12.3.95 की सेवा समाप्ति से सम्बन्धित पत्रावली में विपक्षी साक्षी श्री रामजीलाल शर्मा, मण्डल प्रबन्धक के बयान की तरफ आकृष्ट किया गया कि प्रार्थी चालक के अतिरिक्त बैंक में अन्य कार्य भी करता था। विपक्ष के विद्वान प्रतिनिधि ने इस बहस का यह कहकर प्रतिवाद किया कि याची केवल व्यक्तिगत चालक के रूप में कार्य करता था और विभिन्न पदनामों से सम्बोधन याची पक्ष द्वारा न्यायाधिकरण को भटकाने के लिए किया गया है।

22. जहाँ तक श्री रामजी लाल शर्मा, मण्डल प्रबन्धक के बयान से किसी लाभ के मिलने का प्रश्न है केस संख्या 1/97 में दिनांक 12.11.99 को श्री रामजी लाल के सम्पूर्ण मौखिक साक्ष्य के अवलोकन से प्रार्थी के केवल चालक का कार्य करने के तथ्य की पुष्टि होती है तथा किसी चपरासी या अन्य पद से जुड़े कार्य को करने के तथ्य की पुष्टि बिल्कुल नहीं होती है। न्यायाधिकरण के पुनर्स्थापना आदेश के अवलोकन से भी यह जाहिर है कि जिस पद पर पुनर्स्थापित करने का आदेश है व सिर्फ "चालक" का पद है न कि "चालक-कम-चपरासी" का पद है जैसा कि याचिका के प्रस्तर 2 में कहा गया है कि याची को विपक्षी ने "चालक-कम-चपरासी" के पद पर 6.4.94 को नियुक्त किया था। अपने जवाबुलजवाब में याची ने स्वयं को "चालक-सह-सहायक स्टाफ" के पद पर नियुक्त होना बताया है। जवाबुलजवाब के प्रस्तर सात में याची ने वाहन चालकों को "चालक-सह-सन्देश वाहक" कहा है। विपक्षी साक्षी के बयान में भी व्यक्तिगत चालक के पद पर ही नियुक्त होने का कथन मिलता है। प्रार्थी पक्ष के लिए यह आवश्यक है कि यह दर्शाये कि प्रार्थी की छंटनी धारा 25 एफ के प्राविधान के उल्लंघन में की गयी है, या यह दर्शावे कि चालक का कोई पद रिक्त था जिससे अस्तित्व में रहते हुए उसे हटाया गया है जो प्रार्थी ने नहीं किया है। उक्त व्याख्या एवं विश्लेषण के आधार पर मैं इस निष्कर्ष पर हूँ कि याची की धारा 25 एफ के अनुपालन के आधार पर की गयी छंटनी में विधिक हस्ताक्षेप की स्थिति नहीं बनती है क्योंकि धारा 25 एफ के प्राविधान का उल्लंघन साबित नहीं होता है।

23. याची के विद्वान प्रतिनिधि द्वारा याचिका के समर्थन में विधिक दृष्टान्त (2006) 4 सुप्रीम कोर्ट कैसेज पृष्ठ 733, यू.पी. स्टेट रोड ट्रान्सपोर्ट कारपोरेशन लिमिटेड -अपीलार्थी बनाम शारदा प्रसाद मिश्रा एवं अन्य -प्रत्यर्थीगण का सन्दर्भ लिया गया है। विपक्ष के विद्वान प्रतिनिधि ने यह बहस की है उद्धृत दृष्टान्त की विधि व्यवस्था वर्तमान मामले में लागू नहीं होती है।

मैंने उक्त दृष्टान्त का सम्यक् अवलोकन किया। उद्धृत दृष्टान्त में प्रार्थी शारदा प्रसाद मिश्रा की नियुक्ति कन्डक्टर के रूप में समय-समय पर अस्थायी रूप में की गयी एवं अन्तिम बार दिनांक 01.9.75 से 30.9.75 तक एक माह की अवधि के लिए इस शर्त के साथ विशुद्ध रूप में तदर्थ आधार पर अस्थायी रूप में की गयी थी कि उसकी सेवा कभी भी बिना नोटिस दिये समाप्त की जा सकती है। चूंकि प्रार्थी की सेवा की अपीलार्थी को आवश्यकता नहीं थी इसलिए एक माह के वेतन के साथ उसकी सेवा दिनांक 6.9.75 को समाप्त कर दी गयी।

सेवामुक्ति के आदेश में इस बात का उल्लेख था कि याची नोटिस के बदले एक माह की वेतन का हकदार है। अपीलार्थी का कथन था कि बिना विरोध प्रत्यर्थी ने सेवासमाप्ति आदेश के साथ एक माह की वेतन अपीलार्थी से प्राप्त की।

प्रत्यर्थी की सेवासमाप्ति के विरुद्ध विभागीय अपील निरस्त हो गयी। इसके लगभग सात वर्ष बाद प्रत्यर्थी ने सेवासमाप्ति के विरुद्ध समझौता अधिकारी के समक्ष विवाद उठाया कि उसकी नियुक्ति नवम्बर 1973 में की गयी थी परन्तु उसकी छंटनी उ.प्र. औद्योगिक विवाद अधिनियम 1947 के प्राविधानों का पालन किये बिना समाप्त कर दी गयी, अतः सेवा नियमित मानते हुए उसे विगत वेतन के साथ सेवा में पुनर्स्थापित किया जाय। अपीलार्थी ने समझौता अधिकारी के समक्ष यह आपत्ति उठायी कि प्रत्यर्थी ने मामला लगभग सात वर्ष बाद काफी विलम्ब से उठाया है अतः विलम्ब के आधार पर मामला खारिज होने योग्य है। साथ ही यह भी आपत्ति की गयी कि नियुक्ति आदेश के शर्तों के अनुरूप उसकी सेवासमाप्ति की गयी थी तथा प्रत्यर्थी के बिना विरोध एक माह का वेतन भी प्राप्त किया था। उक्त स्थिति के बावजूद समझौता अधिकारी की असफल सुलह वार्ता के आधार पर मामला विचारण हेतु श्रम न्यायालय, इलाहाबाद को भेजा गया कि क्या सेवासमाप्ति का आदेश विधि संगत है तथा ऐसा न होने पर प्रत्यर्थी किस अनुतोष का हकदार है! श्रम न्यायालय ने दिनांक 17.9.84 को एवार्ड प्रत्यर्थी के पक्ष में इस आधार पर पारित किया कि प्रत्यर्थी ने 240 दिन सेवा पूरी कर ली थी इसलिए उसकी सेवा उ.प्र. औद्योगिक विवाद अधिनियम 1947 के प्राविधान के विरुद्ध समाप्त की गयी क्योंकि उसे छंटनी मुआवजा का भुगतान नहीं किया गया था यद्यपि एक माह की नोटिस के बदले वेतन भुगतान किया गया था। श्रम न्यायालय ने पूर्व विगत वेतन के साथ पुनर्स्थापित का आदेश पारित किया।

श्रम न्यायालय के पंचाट के विरुद्ध अपीलार्थी की रिट याचिका में माननीय उच्च न्यायालय ने दिनांक 4.2.88 के अन्तरिम आदेश से श्रम न्यायालय के आदेश को स्थगित कर दिया और साथ ही कर्मकार को याचिका के अन्तिम निस्तारण तक पुनर्स्थापित करने तथा 50 प्रतिशत विगत वेतन देने का आदेश पारित किया। इस प्रकार अन्तरिम आदेश से श्रम न्यायालय का आदेश 50 प्रतिशत विगत वेतन की हद तक संशोधित किया गया। माननीय उच्च न्यायालय के दिनांक 4.2.88 के आदेश के अनुपालन में कर्मकार को दिनांक 09.2.88 को सेवा में पुनर्स्थापित कर दिया गया परन्तु पुनर्स्थापना के बाद कर्मकार सेवा के दौरान बिना टिकट यात्रियों को ले जाते हुए पकड़ा गया। अतः जॉच कार्यवाही करने के बाद कर्मकार की सेवाएं विभाग द्वारा दिनांक 31.7.91 को समाप्त कर दी गयी जिसमें विभाग द्वारा माननीय उच्च न्यायालय के समक्ष याची के प्रकरण को लम्बित रहने के तथ्य को ध्यान में नहीं रखा गया। दिनांक 8.7.03 को माननीय उच्च न्यायालय ने श्रम न्यायालय के आदेश की पुष्टि करते हुए अपीलार्थी की अपील इस आधार पर खारिज कर दी कि भारतीय संविधान के अनुच्छेद 226 के अन्तर्गत श्रम न्यायालय के आदेश में हस्तक्षेप का कोई मामला नहीं बनता है तदनुसार माननीय उच्च न्यायालय द्वारा पारित अन्तरिम आदेश दिनांक 4.2.88 भी समाप्त कर दिया गया।

माननीय सर्वोच्च न्यायालय के समक्ष दिनांक 8.7.03 के आदेश के विरुद्ध अपील माननीय सर्वोच्च न्यायालय ने अंशतः स्वीकार की एवं श्रम न्यायालय तथा माननीय उच्च न्यायालय के आदेश को संशोधित कर यह अवधारित किया कि कर्मकार पंचाट की तिथि से सेवा में पुनर्स्थापना की तिथि तक 50 प्रतिशत विगत वेतन पाने का हकदार है तथा सन 1975 से 1984 तक की अवधि हेतु विगत वेतन का हकदार नहीं है।

उक्त दृष्टान्त से प्रार्थी के पक्ष में कोई लाभ नहीं प्रदान किया जा सकता है क्योंकि श्रम न्यायालय ने यह पाया था कि छंटनी मुआवजा का भुगतान कर्मकार को नहीं किया गया था इसलिए सेवामुक्ति का आदेश विधिसंगत नहीं था जबकि प्रार्थी श्री रतन सिंह भाटी के मामले में छंटनी मुआवजा रु.9065/- का भुगतान किया गया है।

24. जहाँ तक धारा 25 जी के उल्लंघन का प्रश्न है याचिका के प्रस्तर पॉच में कहा गया है कि प्रार्थी से कनिष्क कर्मचारी श्री राजेन्द्र गुर्जर को सेवा में बहाल रखा गया है। विपक्ष ने जवाब में प्रस्तर पॉच में स्पष्ट इन्कार किया है, अतः इस तथ्य को सिद्ध करने का भार याची पर है कि राजेन्द्र गुर्जर प्रार्थी के बाद सेवा में आये है तथा अब भी सेवारत है। इस बिन्दु पर प्रार्थी ने कोई प्रलेखीय साक्ष्य नहीं प्रस्तुत किया है न ही विपक्षी साक्षी से इस बिन्दु पर कोई प्रतिपरीक्षा की गयी है। विपक्ष ने राजेन्द्र गुर्जर नाम के किसी कर्मचारी की नियुक्ति के अस्तित्व से ही इन्कार किया है।

25. याची के विद्वान प्रतिनिधि ने न्यायाधिकरण का ध्यान 11.7.11 को आवेदन के साथ प्रस्तुत यूनियन के पत्र दिनांक 1.8.2007 की तरफ आकृष्ट कर यह बहस की कि प्रबन्धन ने निर्णय किया है कि व्यक्तिगत चालकों को नियमित कर सब-स्टाफ के रूप में नियुक्त किया जायेगा। विपक्ष के विद्वान प्रतिनिधि ने इसका प्रतिवाद किया है कि पत्र दिनांक 1.8.07 यूनियन का पत्र अपने साथियों को है इससे प्रबन्धन का कोई सरोकार नहीं है और प्रबन्धन ने ऐसा निर्णय भी नहीं किया है। यहाँ इस तथ्य का उल्लेख महत्वपूर्ण है कि याची की छंटनी दिनांक 15.1.07 को की गयी एवं पत्र दिनांक 1.8.07 अर्थात् लगभग 7 माह बाद का है अतः इससे याची को कोई लाभ नहीं प्रदान किया जा सकता है। याची ने धारा 25 एच के उल्लंघन के सम्बन्ध में भी कोई साक्ष्य नहीं प्रस्तुत किया है न ही याचिका में उल्लेख किया है कि उसे हटाये जाने के बाद विपक्ष ने किस व्यक्ति को व्यक्तिगत चालक के पद पर याची को अवसर दिये बिना नियुक्त किया है। उक्त व्याख्या एवं विश्लेषण के आधार पर मैं इस निष्कर्ष पर हूँ कि याची धारा 25 जी एवं धारा 25 एच औद्योगिक विवाद अधिनियम का उल्लंघन सिद्ध करने में असफल है।

26. याची ने याचिका में धारा 25 एन के उल्लंघन के सम्बन्ध में उल्लेख किया है कि उसका पालन नहीं किया गया है और जवाबुलजवाब में धारा 25 ड (25-M) के सम्बन्ध में कहा है कि उसका उल्लंघन किया गया है लेकिन इनके सम्बन्ध में कोई

व्याख्यात्मक उल्लेख नहीं है कि किस प्रकार इनका उल्लंघन किया गया है। इन बिन्दुओं पर बहस के दौरान भी कोई बल नहीं दिया गया अतः इन धाराओं से सम्बन्धित बिन्दु विरुद्ध याची निस्तारित किये जाते हैं।

27. याचिका के प्रस्तर सात में याची ने विपक्ष के विरुद्ध धारा 25 (टी) अनुचित श्रम व्यवहार के उल्लंघन का कथन इस आधार पर प्रस्तुत किया है कि विपक्ष ने कहा है कि प्रार्थी के लिए विपक्ष के पास काम नहीं है, परन्तु विपक्ष का यह कथन असत्य है क्योंकि प्रार्थी "वाहन चालक सह चपरासी" का कार्य करता रहा है तथा नियोजन के पास चपरासी/संदेशवाहक का पद रिक्त है तथा याची से कनिष्क संदेशवाहकों को सेवा में बहाल रखा गया है जो धारा 25 (टी) का उल्लंघन है। विपक्ष ने उक्त कथन का खण्डन असत्य कथन बताकर इन्कार करते हुए किया है और कहा है कि विपक्ष के पास वाहन चालक के स्वीकृत पद नहीं है तथा प्रार्थी के कनिष्ठतम् होने के कारण उसकी छंटनी की गयी है। आगे यह कहा गया है कि "वाहन चालक कम चपरासी" का कोई पद बैंक में नहीं है एवं प्रार्थी का यह कहना गलत है कि उससे कनिष्क चपरासी या संदेशवाहक कार्य कर रहे हैं। यहाँ यह उल्लेखनीय है कि याची ने साक्ष्य से न तो यह तथ्य साबित किया है कि बैंक में "चालक-सह-चपरासी" का कोई पद है न ही यह साबित किया है कि चालक के लिए रिक्ति के अभाव में चपरासी के पद पर लगाये जाने का उसे विधिक अधिकार था, अतः अनुचित श्रम व्यवहार का कथन याची सिद्ध करने में असफल है।

28. पक्षकारों के अभिवचनों तथा उसके समर्थन में प्रदत्त साक्ष्य की उक्त व्याख्या एवं विश्लेषण के आधार पर मैं इस निष्कर्ष पर हूँ कि याची इस तथ्य को सिद्ध करने में असफल है कि उपमहाप्रबन्धक के जरिये यूनाइटेड कार्मशियल बैंक के प्रबन्धन द्वारा श्री रतनसिंह भाटी वाहन चालक को दिनांक 15.1.07 से सेवा से छंटनी किया जाना अनुचित एवं अवैधानिक है। याची किसी प्रकार का अनुतोष पाने का हकदार नहीं है। याची की याचिका स्वीकार होने योग्य नहीं है एवं तदनुसार खारिज की जाती है। पंचाट तदनुसार पारित किया जाता है।

29. पंचाट की प्रतिलिपि केन्द्रीय सरकार को औद्योगिक विवाद अधिनियम 1947 की धारा 17 (1) के अन्तर्गत प्रकाशनार्थ प्रेषित की जाए।

भरत पाण्डेय, पीठासीन अधिकारी

नई दिल्ली, 24 अगस्त, 2017

का.आ. 1997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बीसीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, आसनसोल के पंचाट (संदर्भ सं. 138/1999) को प्रकाशित करती है जो केन्द्रीय सरकार को 18.08.2017 को प्राप्त हुआ था।

[सं. एल-22012/170/1999-आईआर (सीएम-II)]

राजेन्द्र सिंह, अनुभाग अधिकारी

New Delhi, the 24th August, 2017

S.O. 1997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 138/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol as shown in the Annexure, in the Industrial Dispute between the management of M/s. BCCL and their workmen, received by the Central Government on 18.08.2017.

[No. L-22012/170/1999-IR (CM-II)]

RAJENDER SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Kishori Ram, Presiding Officer

REFERENCE NO. 138 OF 1999

PARTIES :

The management of Chanchi Victoria Area of M/s. BCCL, Burdwan

V/s

Sri Sukdeo Nunia

REPRESENTATIVES :

For the Management : Shri P. K. Das, Ld. Advocate

For the Union (Workman) : Mr. Gorachand Chatterjee

Industry : Coal

State : West Bengal

Dated : 11th May, 2012**AWARD**

In exercise of powers conferred by clause (d) of Sub Section (1) AND Sub section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India, Ministry of Labour vide its later No. L-22012/170/99-IR(CM-II) dated 31.8.1999 has been pleased to refer the following dispute for adjudication by this Tribunal

SCHEDULE

Whether the action of the management of Chanchi Victoria Area of M/s BCCL in not protecting the wages of Sri Sukdeo Nunia, Auto Fitter is justified? If not, to what relief the concerned workman is entitled?

2. Having received the order of the Letter No. L-22012/170/99-IR (CM-II) dt. 31.08.1999 of the above said reference from the Govt. of India, Ministry of Labour, New Delhi for adjudication of the dispute, a reference case No. 138 of 1999 was registered on 14.09.1999 and accordingly an order to that effect was passed to issue notices through the registered post to the parties concerned directing them to appear in the court on the date fixed and to file their written statements along with relevant documents and a list of witnesses in support of their claims. In pursuance of the said orders notices by the registered post were sent to the parties concerned,

3. The case of the sponsoring union for the workman Sukhdeo Nunia is that he was appointed as U.G. Loader on 11.12.1985 and posted at Laikdih deep colliery to work. Since the management of C.V. Area was in need of trained Auto Fitter in their area Auto Work Shop, Laikdih, he was transferred to the Auto Work Shop to work as Auto Fitter since 17th September, 1986 as he was found fit for the post due to having experience in the job. He kept on working as Auto Fitter against a permanent vacancy, getting the wages of U.G. loader. At last he was regularized as Auto Fitter as the L/No. 7777 dt. 2/21.12.1995 with the initial Basic Pay of Cat. I which was not accepted by him. Later on after long delay & discussion, he was regularized as Auto Fitter Cat. IV with immediate effect as per L/No. 2443 dt. 25/26.10.96, but initial basic pay of Cat. IV (Rs. 70.30) which caused him to suffer monetary loss of Rs. 15.08 per day in the Basic Pay as contrasted with his previous one prior to his regularization in Cat. IV. Thereby the workman was not given Pay protection as considered by the management in the cases of other workman and his contemporaries. So he is entitled to Full Pay Protection of his wages for the period of 31.12.1995 till his regularization in Cat. IV, and his all arrears etc. thereof, as well as his normal promotion like all others fitters thereafter as per the Company's norms.

4. Whereas the case of the management with specific denials is that workman Sukhdeo Nunia on his transfer to Transport Department of Chanch Victoria Area accepted his engagement to work in the said department for repair and maintenance of the Company's various Automobiles as Trainee. As he was Piece-rated worker, he was converted to time rated designation on completion of required number of days in time rate in the year 1955 having the approval of the Competent Authority of Head Quarters, conveyed to him by the Dy.C.P.M., C.V. Area letter No. 7777 dt. 2/4.12.1995, his basic was fixed in the initial Cat. I as per the exiting Circular of 1995 which was also accepted by him. He was required as Auto Fitter in Cat. IV in the year 1996, and was paid his wages of Cat. IV as fixed as per norms of Pay Protection.

Further the case of the Management is that as per the new circular of the company issued by the GM(MIS), letters dt. 12/13.03.99, the piece-rated U/G Loaders, who have been converted into time rate in the year 1995-96 will be paid basic as per new system of fixation, i.e., SPRA earned at the time of regularization will be added to the initial basic of the approved category and accordingly fitment will be allowed in the approved time-rate Category w.e.f. the date of his regularization/conversion. No financial benefits or arrear on this account will accrue or payable. Admittedly, a proposal was already sent to the BCCL H.Qr. for fixation of basic i.e., converted category of Sri Sukhdeo Nunia, Piece rated underground loader to Time rated Auto Fitter as per conversion Order No. 7777 dt. 2/4.12.1995 and refixation of basic in Cat. IV accordingly. It is alleged that the case is already under consideration, so no valid Industrial Dispute exists. The pay Protection of the workman can be given only within the purview of the circular as a policy decision. Promotion etc. are given to a worker concerned as per provision of the cadre scheme after completing the criteria subject to vacancy. The workman is being given required relief as per the norms of the Company's so he is not entitled to any relieves except those relieves which are legal, bonafide and justified under the aforesaid circular of the Company.

FINDING WITH THE REASONING

5. In this case, WW I Sukhdeo Nunia (Nonia), the workman for the Union concerned has been examined. But the Management declined to examine any witness on its behalf.

On perusal and consideration of all the materials, oral & documentary, as adduced by the workman, I find the following facts indisputable:

- (i) The workman joined as U/G Loader at Laikdih Colliery on 11.12.1985, prior to which he had learnt Auto Mobile Works outside. As, per Note Sheet dt. 21.9.96 of the Management (Ext. WI on admission). Sukhdeo Nonia came from Laikdih deep colliery on 17.9.1986, and from that date he was working Auto Fitter. On his applications identical dt. 20.7.89 and 30.8.95 (Ext. W.2 series) and the Manager (Transport) s report (Ext. w.3) about his working as the Auto Fitter for the year 17.8.1986 to 15.3.1990, he got the designation of Auto Fitter, and accordingly he was authorized as an Auto Fitter as per the office order dt. 10.1.1993 (Ext. W 2/3) and his conversion in Time Rated Category as per office order dt. 20.12.1995 (Ext. W 2/9). At last, he was regularized as Auto Fitter (T), Cat. I as per the office order dt. 25/26.10.1996 (Ext. W 2/7), according to which his basic pay as Auto Fitter Cat. IV was fixed at Rs. 70.3 as per the office order dt. 27.1./2.3.97 (Ext. W 2/8).
- (ii) Admittedly, the workman had not filed any application for his conversion of piece rated into time rated before the management, rather it was effected as per the office order of the management in 1996-97 (Vide office Order dt. 20.12.95, Ext. 2/9).

Whereas the management used to pay the workman [piece rated wages for 10-12 years and on his regularization as Time rated worker in Cat. I, it resulted in reduction of his piece rated wages affecting his basic wages as contrasted with those of his colleagues Sukar Gope and Lal Bhadur as well as his Juniors Devendra Pandey, Sham Bihari Singh and R.D. Tiwary who are drawing their wages daily at the rate of Rs. 20-30 more than him, though his service has been 25-26 years till now. So the workman stated that action of the management in deduction of his wages as unjustified, he is entitled to pay protection of the wages due.

6. Mr. P.K. Das, Ld. Advocate for the Management in reference to the Ruling (2011 (128) FLR 458 (The HC) S.B., workman Raj Rappa Washery of M/s CCL Vs. Employees Raj Rappa Washery of CCL has submitted, as held therein, that in case of the demand of the union for regularization of some worker who continuously worked from 1991 to March 1999, but they failed to establish the same; so the Award of the Tribunal that the workmen were not entitled to get any relief had no ground to interfere with it. (Para 5) Further plea of Mr. Das, Ld. Counsel for the Management, in view of the authority : (2011 (128) FLR 928) (SC) (DB) Rajasthan & Others Vs. Daya Lal & Others, as held therein, is that 'Mere continuation of service by a temporary or adhoc or daily wages employee under cover of some interim order of the Court would not confer on him any right to be absorbed into service, as the employee was not working against a sanctioned post, so he is not entitled to claim regularization (Para 8). Since in the instant case the Workman Auto Fitter (T), Cat. I, has been regularized as Auto Fitter IV with immediate effect as the Office Order dt. 26th Oct. 1996 of the Chief Personnel Manager, C.V./Area, (Ext. 2/7); hence none of the aforesaid authorities holds good with this case.

Viewing the aforesaid fact, it is held /awarded that the action of the management of Chanchi Victoria Area of M/s BCCL in not protecting the wages of Sri Sukdeo Nonia (Nunia), Auto Fitter, is not legally justified. Therefore it is hereby ordered that the workman is entitled to full protection of the wages w.e.f. 26.10.1996 with all consequential benefits after fixation of his basic pay of Auto Fitter Gr. IV as also in accordance with the Pay Revision of NCWA. VII

The Management is directed to implement the award within one month from the date of its receipt after its publication in the Gazette of India. Let an Award be and same is passed as per law. Send the copy of the Award to the Government of India, Ministry of Labour, New Delhi for information and needful.

KISHORI RAM, Presiding Officer/Link Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 1998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन. जी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 20/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-30012/50/2004-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 1998.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2005) of the Central Government Industrial Tribunal/Labour

Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and their workman, which was received by the Central Government on 22.08.2017.

[No. L-30012/50/2004-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 05th July, 2017

Reference: (CGITA) No. 20/2005

The General Manager,
ONGC Ltd.,
Medical Section,
Ankleshwar (Gujarat)

...First Party

V/s

Shri Chandravadan Dhirajsingh Gadariya,
Fata Talav,
Gadariyawad,
Bharuch (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/50/2004-IR(M) dated 02.02.2005 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of ONGC Ltd., C.G. Section, Ankleshwar Asset, Ankleshwar in terminating the services of Shri Chandravadan Dhirajsingh Gadariya through its contractor M/s Laxmi Constructions, Surat is legal, proper and justified? If not, to what relief these workmen are entitled and what other directions are necessary in the matter?”

1. The reference dates back to 02.02.2005. The second party workman submitted the statement of claim Ex. 4 on 28.03.2006 and the first party submitted the written statement Ex. 8 on 19.07.2007. The second party also submitted the number of documents vide list Ex. 12 on 15.12.2009. The workman also filed the written deposition Ex. 13 on 15.12.2009 but did not respond since then on number of dates for his cross-examination by the first party no. 1. On 17.05.2016, the legal heirs of the workman through their advocate Shri Afeedwala moved an application Ex. 19 for substituting their names in place of the workman. The said application was allowed on 22.06.2016. Since then the legal heirs of the second party did not come forward to lead evidence.

2. Therefore, the reference is disposed of in the absence of the evidence of the legal heirs of the workman with the observation as under: “the action of the management of ONGC Ltd., C.G. Section, Ankleshwar Asset, Ankleshwar in terminating the services of Shri Chandravadan Dhirajsingh Gadariya through its contractor M/s Laxmi Constructions, Surat is legal, proper and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 1999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स डी.के. त्रिवेदी एण्ड सन्स मार्बल माइन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 119/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/38/2005-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 1999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 119/2006) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. D.K. Trivedi and Sons Marble Mines and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/38/2005-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 02nd August, 2017

Reference: (CGITA) No. 119/2006

M/s D. Trivedi and Sons Marble Mines,
Jaivav,
Ambaji,
Banaskantha (Gujarat)

...First Party

V/s

Shri Yeshwantsingh N. Rathod,
At Adad,
Tah. Danta,
Banaskantha (Gujarat)

...Second Party

For the First Party : Shri J.M.Patel

For the Second Party : Shri K.K. Trivedi

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/38/2005-IR(M) dated 01.05.2006 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s D.K. Trivedi and Sons Marble Mines, Ambaji in terminating the services of Shri Yeshwantsingh N. Rathod, Assistant Electrician (Wireman) orally with effect from 13.01.2002 without following the provisions of law is legal and justified? If not, what relief the workman concerned is entitled to?”

1. The reference dates back to 01.05.2006. The second party submitted the statement of claim Ex. 4 on 12.12.2006 and the first party submitted the written statement Ex. 9 on 24.07.2008. The case was listed for ex-parte evidence. The second party workman Yeshwantsingh N. Rathod who submitted his affidavit/examination in chief Ex. 10 on 27.11.2008 along with number of documents. Since then the second party workman has been absent, therefore, a fresh notice Ex. 11 was issued to both the parties to appear on 08.03.2011. The second party submitted the vakalatpatra Ex. 12 of his advocate Shri K.K. Trivedi on 27.04.2011 but the second party workman did not appear. Again a fresh notice

Ex. 13 was issued to the workman on 05.04.2017 to appear on 18.04.2017. This notice was serviced on the second party workman as the acknowledgement of service Ex. 14 was received but to no result. Thus the affidavit Ex. 10 has no evidentiary value being not tested by way of cross-examination because of the non-appearance of the workman despite repeated notice issued to him. Thus it appears that the second party is not willing to prosecute the case.

2. Thus the reference in the absence of the evidence of the second party workman, is disposed of with the observation as under: “the action of the management of M/s D.K. Trivedi and Sons Marble Mines, Ambaji in terminating the services of Shri Yeshwantsingh N. Rathod, Assistant Electrician (Wireman) orally with effect from 13.01.2002 without following the provisions of law is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स भारतीय जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 129/2012) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-17011/6/2012-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 129/2012) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Life Insurance Corporation of India and their workman, which was received by the Central Government on 22.08.2017.

[No. L-17011/6/2012-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 03rd August, 2017

Reference: (CGITA) No. 129/2012

1. The Sr. Divisional Manager,
LIC of India, E & IR,
Ahmedabad Division Office,
Jeevan Prakash Building,
Tilak Marg, Post Box No. 277,
Ahmedabad (Gujarat)
2. The General Secretary,
Ahmedabad Divisional
Insurance Workers Organization,
C/o LIC of India Divisional Office,
Jeevan Prakash Building,

6th Floor, Tilak Road,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Insurance Corporation Employees Union,
C/o LIC of India Divisional Office,
Jeevan Prakash Building,
6th Floor, Tilak Road,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri K.V. Gadhia

For the Second Party : Shri K.R. Mishra

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-17011/6/2012-IR(M) dated 04.09.2012 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Ahmedabad Division Insurance Workers Organization and Insurance Corporation Employees Union, Ahmedabad for canteen facility at the Divisional office, Ahmedabad similar to other Divisional Zonal, Central and some Branch Offices by the management of Sr. Divisional Manager, Life Insurance Corporation of India, Ahmedabad is legal and justified? What relief the workmen are entitled to?”

1. The reference dates back to 04.09.2012. The second party submitted the statement of claim Ex. 6 on 03.06.2013 and the first party submitted the written statement Ex. 7 on 27.11.2013. Since then the second party has been absent and has not been leading evidence. After giving dozens of opportunities to lead evidence, on 20.04.2017 a last opportunity in absentia was given to the second party but to no result. Thus it appears that the second party has not been willing to prosecute the case.

2. Therefore, in the absence of the evidence of the second party, the reference is disposed of with the observation as under: “the demand of Ahmedabad Division Insurance Workers Organization and Insurance Corporation Employees Union, Ahmedabad for canteen facility at the Divisional office, Ahmedabad similar to other Divisional Zonal, Central and some Branch Offices by the management of Sr. Divisional Manager, Life Insurance Corporation of India, Ahmedabad is illegal and unjustified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एयरपोर्ट अथॉरिटी ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 304/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-11012/32/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 304/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Airport Authority of India and their workman, which was received by the Central Government on 22.08.2017.

[No. L-11012/32/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 01st August, 2017

Reference: (CGITA) No. 304/2004

The Airport Director,
Airport Authority of India,
Ahmedabad Airport,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Mazdoor Panchayat,
Shram Shakti, P.B. No. 77,
Opp. Prabhat Press, Mirjapur Road,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri Naidu Associates

For the Second Party : Gujarat Mazdoor Panchayat (Union)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-11012/32/99-IR(M) dated 29.05.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of the Gujarat Mazdoor Panchayat, Ahmedabad that the so called arrangement of contracts by which Shri Manubhai Dahyabhai Rathod, Shri Amrutbhai Daahyabhai Makwana, Shri Pravinkumar Ramanlal Makwana and Shri Dineshbhai Dhulabhai Parmar are engaged by the National Airport Authority of India, Ahmedabad is sham and bogus and the concerned workmen are entitled for pay and allowance and other benefits at par with the regular employees of National Airport Authority of India is legal and justified? If yes, then to what relief the concerned persons are entitled?”

1. The reference dates back to 29.05.2000. The second party union Gujarat Mazdoor Panchayat submitted the statement of claim Ex. 4 along with application for interim relief Ex. 6 on 10.08.2000 and the first party submitted the joint written statement against both the aforesaid documents of the second party on 14.06.2001. The second party also submitted the counter reply Ex. 17 on 25.07.2001. Later, the first party moved an application Ex. 22 for impleading the contractor as first party no. 2, same was disposed of on 01.07.2002 as not pressed by the first party. Similarly, the application Ex. 15 for interim relief was also disposed of as not pressed on 08.07.2002. Since then the second party has been seeking time by way of moving number of applications but to no result.
2. The second party on 14.02.2017 was given last opportunity to lead his evidence on 17.04.2017 for leading evidence but to no result. Despite giving last opportunity, the second party was again given one more opportunity to lead evidence on 01.08.2017 but the second party instead of leading evidence, has failed to appear before the tribunal.
3. Thus it appears that the second party union has not been willing to lead any evidence and to prosecute the case.
4. Thus the reference is disposed of in absence of the evidence of the second party with the observation as under: “the demand of the Gujarat Mazdoor Panchayat, Ahmedabad that the so called arrangement of contracts by which Shri Manubhai Dahyabhai Rathod, Shri Amrutbhai Daahyabhai Makwana, Shri Pravinkumar Ramanlal Makwana and Shri Dineshbhai Dhulabhai Parmar are engaged by the National Airport Authority of India, Ahmedabad is sham and bogus and the concerned workmen are entitled for pay and allowance and other benefits at par with the regular employees of National Airport Authority of India is legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स डी.के. त्रिवेदी एण्ड सन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 993/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/78/1995-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 993/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. D.K. Trivedi and Sons and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/78/1995-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 993/2004

The General Manager (Mines),
M/s D.K. Trivedi and Sons, P.O. Ambaji, Danta,
Banashantha (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Mines and Minerals Processing Industry Workers Sangathan,
8, Mangaldeep Flats, Near Parikshit Bridge,
Gandhi Ashram,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri S.B. Gogia

For the Second Party : Shri D.K. Shah

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/78/95-IR(M) dated 04.01.1996 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Bharmabhai Manabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 06.03.1994 just, valid and legal? If not to what benefits the workman is entitled for and what directions are necessary in the matter?”

1. The reference dates back to 04.01.1996. The second party submitted the statement of claim Ex. 2 alleging that he has been working in the first party organisation since its inception but without any assigning reasons, he was removed on 06.03.1994 without notice, notice/retrenchment pay. Therefore, he has prayed for reinstatement with back wages.
2. The first party submitted the written statement Ex. 4 denying the allegations made in the statement of claim stating that the workman himself resigned on 20.02.1994 and left the service after receiving all the dues. The written statement is enclosed with the necessary documents Ex. 5/1 to 5/3 regarding resignation letter and original vouchers of payment of wages.
3. On the basis of the pleadings, following issues arise:
 - i. Whether the workman left the service after tendering his resignation?
 - ii. Whether the services of the workman were terminated illegally?
 - iii. Whether the workman is entitled for any relief?
4. The burden to prove the aforesaid issues were lying on the workman and in support of his case, the second party union examined Sopliben on behalf of the workman who admitted that her husband had died and her husband himself tendered his resignation voluntarily and received all the legal dues after tendering his resignation.
5. Thus in the light of the aforesaid statement of the wife of the workman, all the issues are decided in negative and therefore, the reference is disposed of with the observation as under: “the action of the management of M/s. D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Bharmabhai Manabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 06.03.1994 just, valid and legal.”
6. No relief can be granted.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स डी.के. त्रिवेदी एण्ड सन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 998/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/79/1995-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 998/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. D.K. Trivedi and Sons and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/79/1995-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 998/2004

The General Manager (Mines),
M/s D.K. Trivedi and Sons,
P.O. Ambaji, Danta,
Banashantha (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Mines and Minerals Processing
Industry Workers Sangathan,
8, Mangaldeep Flats, Near Parikshit Bridge,
Gandhi Ashram,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri S.B. Gogia

For the Second Party : Shri D.K. Shah

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/79/95-IR(M) dated 05.01.1996 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Amrabhai Manabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 09.03.1994 just, valid and legal? If not to what benefits the workman is entitled for and what directions are necessary in the matter?”

1. The reference dates back to 05.01.1996. The second party submitted the statement of claim Ex. 5 alleging that he has been working in the first party organisation since its inception but without any assigning reasons, he was removed on 09.03.1994 without notice, notice/retrenchment pay. Therefore, he has prayed for reinstatement with back wages.
2. The first party submitted the written statement Ex. 6 denying the allegations made in the statement of claim stating that the workman himself resigned on 20.02.1994 and left the service after receiving all the due. The written statement is enclosed with the necessary documents Ex. 5/1 to 5/3 regarding resignation letter and original vouchers regarding payment of wages.
3. On the basis of the pleadings, following issues arise:
 - i. Whether the workman left the service after tendering his resignation?
 - ii. Whether the services of the workman were terminated illegally?
 - iii. Whether the workman is entitled for any relief?
4. The burden to prove the aforesaid issues were lying on the workman and in support of his case, the second party union examined the workman namely Kharadi Amrabhai Manabhai who admitted that he himself tendered his resignation voluntarily and received all the legal dues after tendering his resignation.
5. Thus in the light of the aforesaid statement of the workman, all the issues are decided in negative and therefore, the reference is disposed of with the observation as under: “the action of the management of M/s. D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Amrabhai Manabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 09.03.1994 is just, valid and legal.”
6. No relief can be granted.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स डी.के. त्रिवेदी एण्ड सन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 999/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/77/1995-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 999/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. D.K. Trivedi and Sons and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/77/1995-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 999/2004

The General Manager (Mines),
M/s D.K. Trivedi and Sons,
P.O. Ambaji, Danta,
Banashantha (Gujarat)

...First Party

V/s

The General Secretary,
Gujarat Mines and Minerals Processing
Industry Workers Sangathan,
8, Mangaldeep Flats, Near Parikshit Bridge,
Gandhi Ashram,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri S.B. Gogia

For the Second Party : Shri D.K. Shah

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/77/95-IR(M) dated 05.01.1996 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of M/s. D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Ganabhai Badhabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 09.03.1994 just, valid and legal? If not to what benefits the workman is entitled for and what directions are necessary in the matter?”

1. The reference dates back to 05.01.1996. The second party submitted the statement of claim Ex. 5 alleging that he has been working in the first party organisation since its inception but without any assigning reasons, he was removed on 09.03.1994 without notice, notice/retrenchment pay. Therefore, he has prayed for reinstatement with back wages.

2. The first party submitted the written statement Ex. 6 denying the allegations made in the statement of claim stating that the workman himself resigned on 20.02.1994 and left the service after receiving all the due. The written statement is enclosed with the necessary documents Ex. 5/1 to 5/3 regarding resignation letter and original vouchers regarding payment of wages.
3. On the basis of the pleadings, following issues arise:
 - i. Whether the workman left the service after tendering his resignation?
 - ii. Whether the services of the workman were terminated illegally?
 - iii. Whether the workman is entitled for any relief?
4. The burden to prove the aforesaid issues were lying on the workman and in support of his case, the second party union examined the workman namely Kharadi Ganabhai Badhabhai who admitted that he himself tendered his resignation voluntarily and received all the legal dues after tendering his resignation.
5. Thus in the light of the aforesaid statement of the workman, all the issues are decided in negative and therefore, the reference is disposed of with the observation as under: “the action of the management of M/s. D.K. Trivedi and Sons, in not taking on duties, discontinuing/terminating the services of Shri Kharadi Ganabhai Badhabhai at Quarry No. 1 Zarivav marble Mines, Ambaji, Danta, District Banashantha w.e.f. 09.03.1994 just, valid and legal.”
6. No relief can be granted.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सौराष्ट्र सीमेन्ट लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1116/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/20/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1116/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Saurashtra Cement Ltd. and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/20/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 1116/2004

The Director,
M/s Saurashtra Cement Ltd.,
Near Railway Station,
PO – Ranavav,
Porbandar (Gujarat) – 360560

...First Party

V/s

Shri Sarkar Jaygopal J.,
12, Ranchhod Nagar Society,
Opp. 15 Number School,
Rajkot (Gujarat) – 360003

...Second Party

For the First Party : Shri P.S. Gogia

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/20/99-IR(M) dated 06.07.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Director (Works) of Saurashtra Cement Ltd., Ranavav, District Porbandar in not giving appointment to Shri Sarkar Jaygopal J., as Diesel Mechanic after completion of his training is just, valid and legal? If not, to what relief the workman is entitled to and what directions are necessary in the matter?”

1. The reference dates back to 06.07.1999. The second party has submitted the statement of claim Ex. 2 on 20.09.1999 alleging that he was appointed as Diesel Mechanic for the period of 2 years training on the monthly wages of Rs. 2000/- by the first party The Director (Works) of Saurashtra Cement Ltd., but his services were terminated on 05.08.1998 without assigning any reason despite the fact that he was assured to be absorbed as a permanent employee after completion of training. Thus the first party backed out from the promise made by way of appointment as Diesel Mechanic. The second party has also submitted the documents Ex. 9/1 to 9/8 namely Interview call letter, appointment letter, letter of extension of training period, certificate issued by opponent, demand notice, reply given to opponent company, reply given by applicant and RPAD acknowledgement.
2. The first party Saurashtra Cement Ltd. by way of written statement Ex. 7 objected to the allegations made in the statement of claim and submitted that the workman had been working as trainee. He was never appointed as regular employee. During the course of training, he represented before the company that he wanted to go for further studies at Rajkot situated Polytechnic School. It is further submitted that the first party asked him to continue his training but he refused to undergo further training. The first party also submitted the number of documents vides Ex. 19/1 to 19/6 more or less the same documents as filed by the second party.
3. On the perusal of the pleadings, the following issues arise:
 - i. Whether the second party was a workman?
 - ii. Whether the termination of the second party was illegal?
 - iii. Whether the workman is entitled for any relief?
4. All the issues are interrelated and therefore, will be disposed of together. The burden of prove of the aforesaid issues were lying on the second party workman. The second party workman in his deposition admitted that he was appointed as a trainee and was getting stipend at the rate of Rs. 2000/- per month. He has further admitted that his training period was from 01.08.1995 to 01.08.1997. He has also admitted that as per the terms and conditions of the appointment letter, if his services were not found satisfactory, he may be discontinued by the first party. He has also admitted that despite company's offer to join the company, he did not join. He also admitted that after leaving the first party, he joined a garage as mechanic.
5. The first party submitted the affidavit Ex. 31 of Harash Kumar Sachdav reiterating the averments made in the written statement stating that the second party workman was a trainee on a monthly stipend basis. He never completed 240 days in a year. Due to his unsatisfactory working, his training period was extended for one more year.
6. It is noteworthy that the second party has been absent since the filing of his affidavit on 22.01.2009, therefore, on the basis of the written arguments of the first party, the matter is disposed of. The evidence of both the parties clearly indicates that the second party was an apprentice on monthly stipend basis for a period of 2 years and his services were extended for one more year being his services unsatisfactory. It is also noteworthy that Delhi High Court in management of M/s. Otis Elevator Company (India) Ltd. V/s The Presiding Officer, Industrial Tribunal 3rd, 2003 LLR, 401, Delhi, has held that a trade trainee appointed on a monthly stipend basis will not be termed as workman under the Industrial Disputes Act.
7. Thus on the basis of the aforesaid judgement, the second party cannot be called as a workman and as appears from the evidence that he himself left the first party organisation for further study, therefore, he cannot take advantage of his own action.

8. Thus the action of the Director (Works) of Saurashtra Cement Ltd., Ranavav, District Porbandar in not giving appointment to Shri Sarkar Jaygopal J., as Diesel Mechanic after completion of his training is just, valid and legal and no relief can be granted.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स सौराष्ट्र सीमेन्ट लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1117/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-29012/21/1999-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2006.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1117/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Saurashtra Cement Ltd. and their workman, which was received by the Central Government on 22.08.2017.

[No. L-29012/21/1999-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 1117/2004

The Director,
M/s Saurashtra Cement Ltd.,
Near Railway Station,
PO – Ranavav,
Porbandar (Gujarat) – 360560

...First Party

V/s

Shri Sonraj Nitin,
C/o Shri Ishwardan B. Barot,
Ramnathpara, Police Line,
Quarter No. 104,
Rajkot (Gujarat) – 360002

...Second Party

For the First Party : Shri P.S. Gogia

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-29012/21/99-IR(M) dated 12.07.1999 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Director (Works) of Saurashtra Cement Ltd., Ranavav, District Porbandar not to give appointment to Shri Sonraj Nitin as Diesel Mechanic after completion of his training is just, valid and legal? If not, what directions are necessary in the matter?”

1. The reference dates back to 12.07.1999. The second party has submitted the statement of claim Ex. 2 on 20.09.1999 alleging that he was appointed as Diesel Mechanic for the period of 2 years training on the monthly wages of Rs. 2000/- by the first party The Director (Works) of Saurashtra Cement Ltd., but his services were terminated on 05.08.1998 without assigning any reason despite the fact that he was assured to be absorbed as a permanent employee after completion of training. Thus the first party backed out from the promise made by way of appointment as Diesel Mechanic. The second party has also submitted the documents Ex. 9/1 to 9/8 namely Interview call letter, appointment letter, letter of extension of training period, certificate issued by opponent, demand notice, reply given to opponent company, reply given by applicant and RPAD acknowledgement.
2. The first party Saurashtra Cement Ltd. by way of written statement Ex. 7 objected to the allegations made in the statement of claim and submitted that the workman had been working as trainee. He was never appointed as regular employee. During the course of training, he represented before the company that he wanted to go for further studies at Rajkot situated Polytechnic School. It is further submitted that the first party asked him to continue his training but he refused to undergo further training. The first party also submitted the number of documents Ex. 19/1 to 19/6 more or less the same documents as filed by the second party.
3. On the perusal of the pleadings, the following issues arise:
 - i. Whether the second party was a workman?
 - ii. Whether the termination of the second party was illegal?
 - iii. Whether the workman is entitled for any relief?
4. All the issues are interrelated and therefore, will be disposed of together. The burden of prove of the aforesaid issues were lying on the second party workman. The second party workman in his deposition admitted that he was appointed as a trainee and was getting stipend at the rate of Rs. 2000/- per month. He has further admitted that his training period was from 01.08.1995 to 01.08.1997. He has also admitted that as per the terms and conditions of the appointment letter, if his services were not found satisfactory, he may be discontinued by the first party. He has also admitted that despite company's offer to join the company, he did not join. He also admitted that after leaving the first party, he joined a garage as mechanic.
5. The first party submitted the affidavit Ex. 31 of Harash Kumar Sachdav reiterating the averments made in the written statement stating that the second party workman was a trainee on a monthly stipend basis. He never completed 240 days in a year. Due to his unsatisfactory working, his training period was extended for one more year.
6. It is noteworthy that the second party has been absent since the filing of his affidavit on 22.01.2009, therefore, on the basis of the written arguments of the first party, the matter is disposed of. The evidence of both the parties clearly indicates that the second party was an apprentice on monthly stipend basis for a period of 2 years and his services were extended for one more year being his services unsatisfactory. It is also noteworthy that Delhi High Court in management of M/s Otis Elevator Company (India) Ltd. V/s The Presiding Officer, Industrial Tribunal 3rd, 2003 LLR, 401, Delhi, has held that a trade trainee appointed on a monthly stipend basis will not be termed as workman under the Industrial Disputes Act.
7. Thus on the basis of the aforesaid judgement, the second party cannot be called as a workman and as appears from the evidence that he himself left the first party organisation for further study, therefore, he cannot take advantage of his own action. Thus the action of the Director (Works) of Saurashtra Cement Ltd., Ranavav, District Porbandar not to give appointment to Shri Sonraj Nitin as Diesel Mechanic after completion of his training is just, valid and legal and no relief can be granted.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन. जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1313/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-30012/75/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1313/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and Other and their workman, which was received by the Central Government on 22.08.2017.

[No. L-30012/75/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 1313/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore,
Surat (Gujarat) – 394518
2. M/s Sagar Construction,
Near Tapi Bridge,
Tax Plaza,
Kagdaila ONGC Road,
Surat (Gujarat) – 394518

...First Party

V/s

Shri Arvind G. Patel,
At. Bhatpur,
Taluka Choryasi,
Surat (Gujarat)

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/75/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Surat and the Contractor M/s Sagar Construction in respect of the contractual workman Shri Arvind G. Patel is sham and bogus contract?”

“Whether the demand of the workman Shri Arvind G. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. Or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Arvind G. Patel is entitled and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ex. 4 along with application for interim relief Ex. 6 on 07.11.2000 and the first party submitted the written statement Ex. 8 on 10.04.2001 along with number of documents vide list Ex. 13. Since then the second party has not been leading evidence.

2. The tribunal on 15.02.2017 directed to issue fresh notice to all the parties to appear on 18.04.2017, same was issued but despite the service of the notice on 18.04.2017, someone on behalf of the second party sought time to lead evidence but to no result. Thus it appears that the second party is not willing to prosecute the case.

3. Thus the reference in the absence of the evidence of the second party, is disposed of with the observation as under: “the contract between the management of ONGC Ltd., Surat and the Contractor M/s Sagar Construction in respect of the contractual workman Shri Arvind G. Patel is not sham and bogus contract and the demand of the workman Shri Arvind G. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. Or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is not legal and justified.”

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 24 अगस्त, 2017

का.आ. 2008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ.एन. जी.सी. लिमिटेड एवं अन्य के प्रबंधन के संबंध निर्योजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1320/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22.08.2017 को प्राप्त हुआ था।

[सं. एल-30012/83/2000-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 24th August, 2017

S.O. 2008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1320/2004) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and Other and their workman, which was received by the Central Government on 22.08.2017.

[No. L-30012/83/2000-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 31st July, 2017

Reference: (CGITA) No. 1320/2004

1. The Group General Manager (P),
ONGC Ltd.,
Hazira Project,
P.O. Bhatpore,
Surat (Gujarat) – 394518
2. M/s Sagar Construction,
Near Tapi Bridge,
Tax Plaza,
Kagdaila ONGC Road,
Surat (Gujarat) – 394518

...First Party

V/s

Shri Vijay D. Patel,
At. Bhatpur,
Taluka Choryasi,
Surat (Gujarat)

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-30012/83/2000-IR(M) dated 05.07.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the contract between the management of ONGC Ltd., Surat and the Contractor M/s Sagar Construction in respect of the contractual workman Shri Vijay D. Patel is sham and bogus contract?”

“Whether the demand of the workman Shri Vijay D. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. Or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is legal and justified? If so, to what relief Shri Vijay D. Patel is entitled and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 05.07.2000. The second party submitted the statement of claim Ex. 6 along with application for interim relief Ex. 8 on 07.11.2000 and the first party submitted the written statement Ex. 10 on 10.04.2001 along with number of documents vide list Ex. 13. Since then the second party has not been leading evidence.
2. The tribunal on 15.02.2017 directed to issue fresh notice to all the parties to appear on 18.04.2017, same was issued but despite the service of the notice on 18.04.2017, someone on behalf of the second party sought time to lead evidence but to no result. Thus it appears that the second party is not willing to prosecute the case.
3. Thus the reference in the absence of the evidence of the second party, is disposed of with the observation as under: “the contract between the management of ONGC Ltd., Surat and the Contractor M/s Sagar Construction in respect of the contractual workman Shri Vijay D. Patel is not sham and bogus contract and the demand of the workman Shri Vijay D. Patel for treating/declaring him as direct and regular/permanent employee of ONGC Ltd. Or from the date of Notification issued by Government of India, prohibiting his alleged employment/work through the contract system is not legal and justified.”

P. K. CHATURVEDI, Presiding Officer